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ABSTRACT

This publication is part of a three-volume series of manuals designed to serve both as instructional guides and as ready references to some of the more complex problems of public school collective bargaining. The series is intended for use primarily by school board members, educational administrators, and other individuals interested in collective bargaining in public schools. This particular manual focuses on the collective bargaining process up to the point of impasse. Most of the manual consists of four narrative sections that focus in turn on conceptual problems in collective bargaining, preparation for negotiations, the legal framework for negotiations, and simulation exercises for training negotiators. The fifth section discusses various information sources on collective bargaining for educators, and presents a bibliography of relevant books, journal articles, films, and instructional games. (JG)

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RESOURCE MANUAL FOR
BASIC SKILLS IN
COLLECTIVE BARGAINING IN THE PUBLIC SCHOOLS

A Project Financed by the U.S. Office
of Education under Public Law 89-10
ESEA Title V, Section 505

Ralph H. Lataille, Project Director
Ernest Gross, Project Consultant

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Jan. 1977

HOW TO USE THIS MANUAL

This volume, which focuses on the collective bargaining process, is the first of a three-volume series of manuals intended to be used by school boards, school administrators, and others who use or are interested in collective bargaining in the public schools. The second volume is about impasse and fact-finding, and the third volume deals with arbitration. Administrators in public schools are finding increasingly that an awareness of the collective bargaining process and collective bargaining contract administration is necessary for all persons on all levels of the public schools.

The manuals are intended to be used as instructional guides for training purposes. The narrative portion is usable not only for training but also as a ready reference and introduction into some of the more complicated problems in collective bargaining. It is intended as a starting point for thinking and further reading. Those who are interested in studying collective bargaining problems in the public sector in depth should refer to the fourth section of the manual which is a comprehensive bibliography. The Table of Contents may be used not only as a ready reference guide for the individual, but as modules in training workshops. In constructing a training workshop, a discussion leader who is experienced in the collective bargaining field will find that any combination of modules will supply a useful outline for a study workshop.

The material in this manual was either developed or tested at a conference in Newport, Rhode Island, April 25-29, 1976, as

part of the continuing study "Collective Bargaining and the Role of State Education Agencies." The study has been financed by a grant from the U.S. Office of Education as a 505 Project through the Rhode Island Department of Education and involves representatives of New Jersey, Rhode Island, New Hampshire, Hawaii, Pennsylvania, and Wisconsin. The papers presented in this manual are identified by the authors' names. The work problems were developed by Claudia Gaillard, Assistant Extension Specialist, and Barbara Howley, Administrative Assistant in the Public Education Department of the Institute of Management and Labor Relations. The bibliography was prepared by Marjorie Watson, Information Specialist, and Bernard Downey, Librarian and Director of Information Services in the Institute of Management and Labor Relations Library. Editing was done by Hope M. Fead, Assistant Extension Specialist, Department of Educational Media, University Extension Division, Rutgers, The State University of New Jersey. Overall responsibility for any shortcomings are to be attributed to the undersigned, Chairman, Public Education Department, Institute of Management and Labor Relations (IMLR), Rutgers, The State University of New Jersey. The IMLR is a component of the University Extension Division, which is celebrating its fifty-first continuous year of adult education.

Members of the Planning Committee for the overall study of "Collective Bargaining and the Role of State Education Agencies" are:

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The training outline suggested in this manual is based upon the material tested in Newport and designed for a three-day session. The time blocks are the formal program. When the residential training program is offered, the evenings might usefully be spent in unstructured discussion groups going over the material covered during the day. The discussion leader should be a skilled professional practitioner or academician. This is not an area where it is recommended that well-meaning amateurs or generalists pull the laboring oar.

Ernest Gross
Rutgers University

NEGOTIATIONS WORKSHOPS

A. Preparation for negotiations (6 hours)

(Note: the time frames are to be adjusted to meet the emphasis needs of the user.)

1. What is collective bargaining? (2 hours)

Readings: Pages 2 - 7
44 - 75

a. Attitudes toward negotiations process

Readings: Pages 44

b. Information sources for negotiations

Readings: Pages 201 & 212

2. Detailed preparation (2 hours)

- a. Past grievances and bargaining history
- b. Comparability data
- c. Salary review

Readings: Pages 55 - 60

3. Planning the sessions (1 hour)

- a. The negotiating team
- b. Setting the climate
- c. First session to last

Readings: Pages 60 - 75

4. Review of process (1 hour)

- a. Check list for negotiations
(do's and don'ts)

Readings: Pages 73 - 75

B. Legal framework for negotiations (3 hours) Readings: Pages

- 1. Representation
- 2. Conciliations of disputes
- 3. Strikes and strike threats
- 4. Unfair labor practices

76-122
78
84
90
91

C. Administration of the process (2 hours Readings Pages: 91-122

- 1. Mutual obligation to bargain
- 2. Scope of negotiations

76-78
104-115 &
116 - 122

D. Politics of Collective Bargaining and: (2 hours)

1. Decision making

Readings: Pages 8 - 43

2. Management and labor attitudes toward collective bargaining

Readings: Pages 2 - 7
44

D-2 is a suggested alternative to D-1 depending on the needs and the level of sophistication of the participants. If D-2 is used, representatives of the NEA, AFT, and School Boards Association should be involved to lead the discussion as to the objectives and limitations of collective bargaining in the schools.

E. Workshops

1. For beginners it might be useful to use a training film. The commonly available films are listed in the bibliography section. (1 hour)

2. If the group requires basic training in the collective bargaining process there are a number of games available.

See: List of Collective bargaining games
(Anywhere from 3 hours to 2 days)

Readings: Pages 228

3. Simulation exercise in dynamics of collective bargaining
(3 hours)

Readings: Pages 123 - 200

4. Alternate

If behavioral science training workshop is included in a training program, a span of 6 hours must be allocated. Groups should not be larger than five or six persons to a team.

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This manual is intended for use in training workshops for public school personnel. The first of a three-volume series, this volume explores the process of collective bargaining up to impasse. The second volume covers mediation and fact-finding as the most common of the impasse resolutions procedures. The third volume covers the field of grievance arbitration, that is, it deals with disputes arising under the contract.

Professor Harry F. Stark has described the collective negotiation process as a sequence.¹ First, there is a pre-bargaining phase in which new employee organizations are being formed, or existing employee organizations are being adapted to negotiations. Although this phase ends when the employees designate a representative which is recognized by the employer or when the employees reject the option of collective negotiations, there are many contracts between the employers and employee groups leading to a mutually satisfactory resolution of procedural matters on an informal basis. If disputes arise from questions over which organizations employees may choose to represent them or what should be the appropriate group or unit of employees, the resolutions are determined, if not through mutual negotiations, generally by the administrative procedure established by the various states' statutes. The most common resolution is by election with the voting unit defined by a state agency.

The second phase in the sequence is the actual negotiation of an agreement. This involves a mutual determination of terms and conditions of employment and also sets the procedural conditions under which the employer-employee organizations will conduct their relationship. The agreement is the end product of the initial

negotiation. Disputes between the parties over which issues may be negotiable, as other disputes, will be settled as provided in the various states' statutes, usually by administrative tribunals. There also may be settlements arising from job actions and strikes which are probably illegal in most states but nevertheless exist and are a factor to be considered. In the process of negotiating an agreement, disputes over substantive provisions may arise and these are usually referred to as "impasses". The settlement of such disputes may involve the assistance of a mediator and, depending upon the state in which the negotiation occurs, a fact-finder or third party whose recommendations are not binding but are the basis for further negotiations and settlements.

While the agreement is in force, the parties will live under its rules and terms which they can modify by mutual consent. The implementation and administration of the agreement will usually provide some method of solving employer-employee disputes, most often through a grievance procedure. Grievance procedures may result in binding arbitration, or in advisory arbitration, or in such other terminal steps as provided in the statutes of various states.

The concept of a bargaining sequence is not difficult to grasp. Sometimes observers who have no experience in labor-management relations assume that the problems which arise from the employer-employee relationship are a result of the collective negotiations process. They often do not recognize that problems are usually inherent in the relationship. The collective bargaining process is one way of resolving the problems that arise in the employer-employee relationship. Collective bargaining is a way of sharing

authority without destroying commonly accepted assumptions about property rights. However, there are other ways and other mixtures. Clark Kerr, using the term "conflict" in a broad psychological sense, made the point that conflict between labor and management is more than an expression of irrationality or ill will.² He found certain areas of conflict inherent in the relationship for at least four reasons:

- (1) the desires of the parties are more or less unlimited, while the means of satisfaction are limited.
- (2) someone manages and someone is managed and there is an opposition of interest which can be made bearable but which can never be eliminated in a complex industrial society.
- (3) industrial societies are dynamic, and as needs and priorities change, allocations of income and power change.
- (4) if management and labor are to retain their institutional identities they must disagree and act on the disagreement.

It is not uncommon for people to talk about collective negotiations as dividing the "pie". "The pie of money and the pie of power" always exist. How the money pie and the power pie are divided has always been an issue, even without organized employees. Most managements have had to keep in mind that certain of the employees' needs and desires had to be satisfied. Collective negotiations have institutionalized the process.

Professor Prasow³ writing on the relationship between management and unions drew on several concepts, stating them broadly as inherently adverse. In his formulation, it doesn't really matter whether management is a privately owned organization or a govern-

ment operated unit, or whether it is in a socialist or capitalist economy--the enterprise always requires persons with the authority and responsibility to keep the enterprise running. There are always questions of how people are promoted and assigned to tasks, how discipline is maintained, and what the rate of production and remuneration should be. A plant is not a debating society; someone in authority must direct the operations of an enterprise until controversies are settled. Authority is vested in supervision no matter how supervision is selected or designated. It is vested in supervision because the responsibility for production is also vested there and responsibility must be accompanied by authority. It is the grievance procedure which is capable of recompensing employees adequately for the abuse of authority by supervision that makes the responsibility to be fairly vested in supervision.

In actual practice, effective contract administration often involves unions in a type of joint management which goes beyond bargaining. It is more a trend towards codetermination of problems rather than simply joint consultations.

It becomes apparent that whether we talk about an industrial plant or a school district the underlying problems differ more in degrees than in kind. A board of education, in setting salary guides, has to take into consideration the effect of its salary guide on the teacher, not only from the viewpoint of morale but from the viewpoint of market conditions, stability of the work force, and the possibility of skill replacement. Similar considerations have to be part of the calculations by the board of education on all of the other terms and conditions of employment. Although it

is true that many decisions have been made and are made which seem to follow Herman Hickman's aphorism on how to treat the alumni: "keep them sullen but not mutinous." Nevertheless the underlying problems are real and substantially the same, whether the employees are individuals in an institution or organized into bargaining units with representatives.

In addition to the underlying relationships and conflict problems, there are two other important factors in the public sector. The nature of the public service--arising as it does out of public need as conceived by constitutions and statutes--has placed certain constraints on management and on employees. It gives certain statutory and constitutional formulations as to the objectives of management so that the concept that management manages and unions react is modified in some instances and made sharper in others in accordance with the particular statutes of various states. The other important factor which arises from statutory and constitutional formulations is "public interest." The same concept applies to the private sector - utilities are profix/private and affect public welfare, etc.

This is not meant to indicate that there is no "public interest" in private sector disputes or that they do not affect the public welfare. There may be a "public interest" in the public sector of collective bargaining which goes beyond the "public interest" in labor problems in the private sector which affect the public welfare.

Separate and apart from the process of collective bargaining itself is the problem of defining and effectuating the "public interest". Two of the papers in this manual, one by Melvin Osterman

and the other by Fred Burke, each in their own way specifically deals with this problem. The papers by Jerome Lefkowitz and Mack Hamada deal in part with the same problem by discussing the statutory limitations on the process of collective bargaining.

While using this manual, therefore, the reader might well keep in mind the following comments received from Professor Prasow who read the first draft of this manual:

1. collective bargaining is a relationship between organizations or institutions and not individuals.
2. collective bargaining is a power relationship and the ultimate settlement is determined by a power balance between the parties.
3. collective bargaining is a treaty-making and treaty-enforcing process between employer and employee organizations.
4. collective bargaining is essentially a process of accommodation, a method of organizing divergent interests in such a way as to resolve rather than to extend open conflict.

Nevertheless, it is useful to keep in mind as John Venditto points out in his article in this manual, that it is the very human beings that not only apply and implement the process but mess it up from time to time.

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1. Stark, Harry F. A Study Guide to the Public Employment Provision of the New Jersey Employer-Employee Relations Act of 1968. New Brunswick, N.J.: Rutgers University, Institute of Management and Labor Relations, February, 1975.
 2. Kerr, Clark. "Industrial Conflict and its Mediation", American Journal of Sociology, November 1954, pp. 230-245.
 3. Prasow, Paul. The Theory of Management Reserved Rights - Revisited. Los Angeles, California: Institute of Industrial Relations, University of California, Reprint #244.

POLITICS OF COLLECTIVE BARGAINING
AND DECISION MAKING

8

Melvin H. Osterman, Jr.

Formerly Director of Offices of Employees Relations
State of New York

The sponsors of a program such as this often do not give participants much direction to guide themselves on the subject matter to be covered or, indeed, on the interests that the particular speaker has been chosen to represent. Often, the only way you can determine that kind of interest is to look at the remainder of the program and by a process of subtraction, determine the interests for which you are to speak.

The clue, in my case, clearly comes from the way I am described on your program: that is, "formerly" Director of Employee Relations in the State of New York. I served for three years as Special Counsel to the Governor of the State of New York for Employee Relations and three years as Director of Employee Relations. In the fall of 1974, the voters of our state made their quadrennial pilgrimage to the polls and determined that after sixteen years of Republican governors, a Democrat would once again serve in our state house.

The fact that I am here today, despite my somewhat precipitous subsequent departure from public service, obviously well, well fed, still able to provide for my family, is clearly intended by the sponsors to give heart to those of you who are involved in political processes, that public service is not entirely a perilous gamble and that body and soul can be kept intact despite changes in the political winds.

Changes and Their Effect:

The fact that a workshop such as this could be held is in itself an important recognition of changes that have occurred in our profession over the past ten years. It connotes a recognition of the importance of the mechanics of public administration and the fact that not only are we charged with educational leadership, but perhaps equally as important, we are responsible for the management of a business enterprise of aggregate size that has few, if any, equals in this country. As state administrators and front line managers and representatives of the employees of that enterprise, we have a responsibility to acquire the skills necessary for its successful operation. It seems to me that we are here, not as people who are pro-union, anti-union, pro-management or anti-management, we are involved in a process--the process which makes the establishment of the terms and conditions of the employment of employees of our public schools a subject of bilateral determination. Each of us has an equal stake in assuring that the process works.

The coming of collective bargaining in public education, marked first by the enactment of the Taylor Law in New York in 1960, represented a significant breakthrough in the way our public institutions are managed. It was as remarkable, in its way, as were the changes effected by the Wagner Act twenty years earlier. It represents a determination by our educators and our legislatures that the public interest will best be served by taking away from public sector management the unilateral right to determine terms and conditions of employment and mandating that public employees

should have an equal voice in what those terms and conditions of employment should be. Bilateral determination has become the alternative to sovereign grace. Since government is primarily a service enterprise--labor intensive, rather than capital intensive--in a school district, salary and salary-related fringe benefit costs can approximate 80 percent of the district's budget. The decision to cut public sector unions into the decision-making process was a most significant one.

We now have had in New York approximately nine years of experience in administering the Taylor Law. Similar laws have been adopted in Massachusetts, Maine, Vermont, Connecticut, Rhode Island, Pennsylvania, and most of our neighboring states. Because of this familiarity with our own regional experience, we often forget that only fifteen states have adopted a comprehensive regulation of labor relations in the public sector. Most states, even those with meaningful collective bargaining laws, cover only limited groups of employees. Most merely provide for an obligation to meet and confer. As of the last time I counted, fourteen states had not even acted with respect to any category of employees.

Since it was originally proposed by the Taylor Committee in 1967, the Taylor Law and the concept of collective bargaining in the public sector have been hot political issues which have precipitated great passions. Two years elapsed between the original recommendation of the law and its ultimate enactment in April of 1969. In the course of those two years, substantial political compromises were made in the original draft of the law--changes which included giving certain localities, notably, the City of New York, greater autonomy in the administration of the

law and the deletion of a provision giving the legislature the right to make final determinations in case of an impasse in negotiations.

Even these structural changes did not still the outcries which attended the enactment of the law. On the day it was enacted, a New York City labor leader referred to it as the "bastard offspring of diseased bipartisanship." The law when it was first enacted was regularly referred to as the "RAT Bill", or the Rockefeller/Travia Slave Labor Act, a characterization harkening back to the AFL/CIO's hostility to the 1947 Taft-Hartley amendment to the National Labor Relations Act. My conduct on behalf of the state was attacked by a national labor leader as resembling that of a "southern textile mill owner". As recently as the last year, the experiences of both New York and New Jersey were described by a member of congress as a "sham," demonstrating only that both statutes were "unworkable."

The Politics of the Process

We see the political character of the process on a daily basis. It is a unique characteristic, essential to an analysis of our responsibilities.

Unlike most private sector employers, whose organizational structure tends to be similar--with a board of directors, executive staff and stockholders--states, counties, towns, school boards, and fire districts have important constitutional, legal, and political differences. Their forms of administrative organization and accountability to the public differ widely. In some cities

there is a strong executive; others have only a part-time mayor. In some, real administrative responsibility is vested in a non-elected, professional manager. Some school boards in New York State, for example, are fiscally dependent upon communities in which they exist; others have independent taxing authority. School boards in New York do not have a true executive at all--only an appointed superintendent who serves under contract or at the pleasure of the board. The school board itself is both the legislative and executive body. Fiscal autonomy may vary. Thus, for example, libraries in New York State prepare their own budgets but frequently have that budget presented only as part of the local school district budget. Some school district budgets in New York become effective only when approved by the voters in a special election, and thus, in great part, the voters are asked to ratify the products of collective negotiations.

These are fundamental differences between public and private employment. The United Auto Workers can in no way influence the selection of the president of General Motors. That is not true in the case of labor relations in the public sector. Indeed, political influence may provide a weapon far more potent than any strike threat in the public sector. I have seen evidence of this both in state and local levels. In each of the negotiations in which I participated as Director of Employee Relations of the State of New York, the political consequences of a settlement on each of the employee groups that I represented were never far removed from the bargaining process. I represented elective officials who could

not be oblivious to the need for a political base and political funding. It was recently reported in New York that during the last legislative elections, one public sector union contributed more than fifteen hundred dollars to the campaign funds of state legislators who recently were asked to consider overriding a gubernatorial veto of a bill providing increased aid to education in New York City.

Even at the school district level, it is not unusual for me to find that there are members of the board of education who are in fact, or who perceive themselves to be, representatives of the teachers' association. In one school district that we represent, fully 11 percent of the teachers are either children of, married to, or sleeping with, board member or the superintendent of schools. In another district, a teacher from an adjoining district is running for the board of education. This will nicely compliment the situation, since in that adjoining district a teacher from our client is already serving on the board of education.

The Uniqueness of Public Sector Negotiations

These kinds of conflicts and the tensions they produce make the experience of negotiating contracts in the public sector a unique experience. In the course of preparing these remarks, a memorandum to a board of education from the superintendent of one of our clients came across my desk. It is perhaps illustrative of the practical problems which can result from these conflicts in roles.

The superintendent wrote:

Statements made (on a local radio station) in which our Union President implies that he was advised by some members of the Board that they neither approved nor knew of an impasse declared in negotiations create a legal problem for the Board. Those particular members may or may not admit to the Board that they spoke with anyone from the teachers' association, but their names will be revealed before PERB should the teachers' association bring charges against the Board. They will either subpoena the Board members or present witnesses to testify to prove their charge.

Negotiations is a serious business and it is about time the Board of Education realized that it empowered its negotiator to do the speaking for the Board. If Board members cannot keep their mouths shut, then you either pay the negotiator off, put the Board members on the negotiating team, or publicly denounce the Board members and clear your conscience before the public to whom you owe your allegiance.

There must come a time in your life as a member of the Board of Education when your conscience speaks to you and says--make no deals with teachers' associations, speak the truth to your administrators, and listen to the community. To do anything less is to be a Benedict Arnold to the school district.

This perhaps is an extraordinary and certainly enthusiastic example. On the other hand, it is illustrative of the kinds of divisions between superintendent, board, and negotiator that can arise.

As a negotiator in public education, the precise nature and identity of your client is often murky. Is it the board of education which is charged by the statute with the responsibility of determining the educational policy of the district? Is it a fraction of the board, for too often boards are bitterly divided among themselves? Is it the superintendent of schools, who is

appointed by the board to administer the day-to-day activities of the district and may, in fact, resent their intrusions into his areas of concern? Is it the public, presumably who elected the board, and who may often be completely unaware or indifferent to the business of running the school and often is concerned only with the perceived end product of the process--the tax rate promulgated each year?

Because public education is our business, traditional lines get blurred. It is too easy to skip from "pro-education" to "pro-teacher." Similarly, it is equally easy for one who is seeking to restructure the educational process to assume he or she must be "anti-teacher." The failure of many of our schools to teach both administrators and teachers the functions and techniques of business administration as well as educational leadership compounds the problem. I say teachers as well as administrators, far too often many of our greatest difficulties result from the failure of both sides either to appreciate or concede the legitimacy of the function of the other side.

It is much too often that I find I am negotiating an educational program, rather than the terms and conditions of employment. There is too little instruction of the parties in the purpose and techniques of collective bargaining. Is the goal of negotiations to treat teachers fairly and equitable, to protect the tax rate, to insure that adequate funds are available for non-salary related educational matters, or some combination of all of these? Certainly, any agreement that the public employer negotiates is not successful if it satisfies only the employee group. It must also satisfy and

protect the public interest and make the other accommodations and arrangements which our political society demands. It is because our society has recognized that its interests may best be satisfied by permitting employees to participate in the determination of their terms and conditions of employment that we have collective bargaining in the public sector. It is, perhaps, because we have failed to protect society's interest adequately, that there is increased pressure to take control of the process away from us.

Collective Bargaining as a Public Concern

The public's concern with collective bargaining as an institution in the public schools is manifested in a number of ways. Most significantly perhaps, it is represented by the increasing number of school budgets that are being defeated. In 1972 in New York State, 82 out of 678 budgets submitted to the electorate were defeated. Three years later, in 1975, the number of defeats had increased to 156 out of 654, an increase from 12.1 percent to 23.4 percent. Nearly one out of every four school budgets submitted to the public in New York State last year was turned down. One hundred fifty-six school districts had to face the possibility of an austerity budget.

When collective bargaining first came into the arena of public education, teachers had a long way to go. For years, teachers' salaries had been sadly neglected by school boards and administrators who were perhaps overly concerned with keeping education costs low and who cut heavily into the interests of the then powerless individual teachers. With the coming of the age of

the astronauts, education became an intense growth industry. Growth was reflected in dramatic increases both in state aid and teacher compensation. Thus, for example, in the first five years of the Taylor Law in New York State, the median salary of a teacher in New York State rose from \$8,250 to \$11,813, a gain of 50 percent or twice the rate of increase over the preceding five years. These rates of increases for teachers far outstripped the increases in the cost of living during this period. The fact that 80 percent of the cost of public education is represented by instructional salaries compounds the concerns of school board members who are charged with instituting educationally undesirable economies or raising taxes necessary to defray these costs. These were good years--both for teachers, for boards and for the processes of education.

We appear now to be entering into a period of contraction in public education. State aid, which in New York State at least has come to be looked upon as the principal source of funding teacher increases for the last five years, really has not increased in New York in the last two years. Indeed, this year when the Governor of New York proposed a substantial cut-back in state aid his dispute with our state legislature over this issue provided one of our major entertainments of the spring in Albany. The ability of the City of New York to impose disproportionate cuts upon education provided the occasion for the first override of a governor's veto in New York in 104 years.

Not only have the dollars fallen, but enrollment has, in fact, been falling and is projected to fall even further. Between

1972 and 1976, total school enrollment in New York State declined from 4,192,834 to 3,980,419. It is further anticipated to decline by 1992 to 3,176,798, a drop of nearly 25 percent. We in public education have been forced, in a sense, to change gears. We have been forced for the first time in many years, to review our programs and to plan for orderly retreat, rather than growth, and this is clearly impacted on the processes of collective negotiations.

One of the speakers at a recent personnel workshop sponsored by the New York State School Boards Association spoke to some of these public concerns:

When the community attitude changes from the open school environment approach towards the back to basics approach, you have another inherent conflict. The attitudes towards school will change in terms of what the people expect schools to do. A recent Gallup Poll found the public's chief concern about public schools is the lack of discipline. When people also see some graduates having difficulty with spelling, arithmetic, reading and have poor work habits, when they read that college board scores have declined 44 points in verbal and 33 in math in the last 12 years, conflicts arise. They wonder what their money is being used for and what is happening to the school situation.

On the other hand, teachers who are asked to close the sputnik gap, reduce or eliminate drug problems and V.D., produce citizens who recognize and accept different mores, cultures, values and solve race problems, now are faced with a switch in the expectations and demands of the public.

As the public desires change and as the economy continues to provide more problems, public pressure is bound to mount and exhibit itself in terms of disagreements with faculty demands which to some people seem excessive and unreasonable. People who are unemployed or who have foregone a wage increase in the private sector

have difficulty accepting demands of 20 to 25 percent pay increases by teachers. People who have been laid off or are threatened with layoffs have difficulty accepting the job security and tenure provisions of the education law.

These concerns manifest themselves on the one hand with rising militancy on the part of teachers in an attempt to influence legislation on the state level through increased job security and increased tenure protection and, on the other hand, to politically more active school boards and individuals who want to change things from the way they perceive them to be. This results in different contract language proposals, legislative proposals and regulations of the various agencies.

This is a time of change. How we deal with these changes and the pressures that they generate will be critical for the years ahead.

The Sunshine Law

There is one special technical problem as to the extent to which the public should be directly involved in the processes of collective negotiations that I would like to touch on.

"Sunshine laws" are currently very popular and it is, perhaps, politically dangerous to oppose them or suggest that they may be limited. They have been enacted in Florida, New York, and I believe in Massachusetts. It is now fashionable, in the aftermath of Watergate, to argue that many of the ills of our society and the inability of our government to solve its problems have resulted from the conduct of governmental affairs in secrecy. Visions of smoke-filled rooms, skullduggery, and plots are urged as the inevitable consequences of confidentiality in the conduct of governmental affairs. I think it would be most unfortunate if

the Sunshine Laws, whatever their virtues in other areas, were to be extended to the area of collective negotiations.

The process of reaching agreement through argumentation and compromise is so difficult and delicate a process that I do not think it could bear the scrutiny of public exposure. It is too easy, particularly in view of the lack of sophistication of many of the bargaining agents on both sides and the political constituency of many of these representatives, for negotiations to evolve into posturing for partisan advantage. If a negotiator is speaking, not for the purpose of reaching agreement, but for the purpose of having his remarks reported in the press, or to militate public support on his position, the process will be done a substantial injustice.

At the same time, I think it is important to keep the public informed as to what is going on in the negotiating process and perhaps even more important, to obtain some input as to what the public is or is not concerned about. At the same time, a certain amount of discretion must be exercised. There must be a distinction between what is a public interest and what is really the interest of a small, but vocal group which keeps pressuring a board of education by regularly attending board meetings, beating the board members over their heads, until their desires are accomplished. Taxpayer groups who resist any expenditure for public education have always been with us. It is always easier to get a group out to support a negative position rather than an affirmative one, so some care in determining what is a "public" pressure is probably required.

Public Relations

It is very difficult to control the processes of public involvement. In one school district I represent, the superintendent and board formed a citizens' advisory committee in an attempt to assess public sentiment and to funnel it to the board. In time, this committee generated its own momentum. It is now before the board demanding a seat on the negotiating team. It holds press conferences and, indeed, is now sponsoring candidates for positions on the board of education. The board clearly here has created a Frankenstein monster.

Excessive or indelicate handling of public relations can lock the parties into positions where labor strife becomes an inevitable result.

I am reminded of the story of a school district in the western part of our state, where the board came to the conclusion that it had been disadvantaged by excessive secrecy during the course of years of negotiations. It felt that the public, being uninformed, had not been able to participate meaningfully in the making of the judgments which are an inherent part of the bargaining process. Accordingly, the board decided to issue a regular newsletter, reporting demands, tentative agreements, and developments at the negotiating table. These reports were issued monthly, starting when negotiations commenced in January. The board members reported at a recent School Boards Association meeting that they regarded the process as unusually successful. They indicated that there had been massive public support behind the position taken by the school board. Indeed, they reported--and not apparently

appreciating what they were saying--that they were impressed by the overwhelming support that had come from the public during the strike that ensued in September. Apparently, the board simply was unaware that the posturing it had taken in its newsletter had locked it into a position which, perhaps, made the strike inevitable. In other words, proceed slowly, for you are dealing with public issues, with political pressures, and with a process that too easily can be pushed off its track.

It seems clear to me that to date, collective bargaining in the schools has not resulted in chaos. It has resulted instead in better government and more in open government. It has, among other things, forced government to put its house in order, to regularize its procedures, and to consider what should be its personnel practices. Too often in the past, salary determinations were made on the basis of a guesstimate, an individual's sense of what was fair, or a process of benign neglect. This new atmosphere presents us with a challenge. As we all now know from the example of the City of New York, we can ignore these fundamental problems of change only with extreme peril to ourselves, our public servants, and the public.

The consequences of failure are, indeed, great. We are not operating in a vacuum and, on either side of the bargaining table there are interests who are ready to force political change. Should we not meet our responsibilities? At least five bills which would mandate some form of collective bargaining upon public employees are now before the congress. The issue affects the rights of

millions of public employees across the nation.

Government Controls

The frustration of public employee unions at the slow pace of meaningful collective bargaining at the state and local level is understandable. The desire of employees, whether in public or private sectors, to participate in the determination of their terms and conditions of employment is valid and undeniable. The frustration of millions of organized public employees offers a fertile field for organization by both employee associations and their unions, in the words of Jerry Wurf, to "dribble out our lives trying to get into 50 state legislatures, 5,000 city councils, 10,000 school boards, and who knows how many other public bodies, to devise impartial mechanisms at the local level." It must be galling for the public employee and his union to be forced to go, hat in hand, in turn, from school district, to town, to state government, to obtain what they may view as fundamental rights of bargaining which have been enjoyed by their counterparts in the private sector for decades. Recognizing the validity of these concerns, it is clear why public employee unions have turned to the congress to seek a political solution mandating collective bargaining upon the states.

On balance, the enactment of a single federal law may appear to be an easy solution to a problem of incredible complexity. It would, in one fell swoop, establish nationwide uniformity and would prod many public employers to take action that perhaps they might not otherwise take for years--and then inadequately. It would pro-

vide unique assistance to public employee unions and aid to their organizational efforts. Perhaps, it is not the best longterm solution. It certainly would not be if the consequence of federal action was to impose uniformity upon the states, inhibit experimentation, or establish new levels of bureaucratic regulation.

The problem posed by these pressures, however, cannot be avoided merely by opposing federal legislation. The validity of the concerns underlying the pressure for action in this area impose a special responsibility upon those of us who are already engaged in the process of collective bargaining in the public sector. We must address the issues created by this emerging social force. If we do not, we must recognize that a decision will be imposed upon us by the federal government, and well we will deserve it.

Another consequence of our failure to meet our responsibilities will be an increasing preoccupation with theoretical debate over whether public employees should have the right to strike. Too often, both the public and public press focus on this issue as the critical one in public employment. I submit that it is not, and that we are distracted from real needs by excessive preoccupation with this political issue. We must recognize that the right to strike exists de facto, if not de jure. There is no system of penalties that can prevent the exercise of the power to strike. It is always present at the negotiating table and both sides must consider, that if pushed

far enough, a strike is the inevitable consequence of collective negotiations. Frankly, much of the concern on the theoretical character of the right to strike seems to me to be misplaced. It is there, it exists, it will always exist. Rather, we should concern ourselves with ordering the structures of our institutions to minimize the necessity of the exercise of the power to strike and perhaps to lessen its impact when it does occur.

On a practical level, one consequence of the excessive pre-occupation with the right to strike question has been the impetus it has given to our legislatures to seek out alternatives, which I think do violence to the process of bargaining itself. I am perhaps more concerned with the trend that seems to be developing which would take away from the parties the right to determine many of the details of the negotiated bargain than I am with the right to strike.

One of the great strengths of the National Labor Relations Act is its simplicity. The substantive provisions of the act are fully contained in Section 7, which provides:

Employees shall have the right to self organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or mutual aid for protection...

As originally enacted, the Taylor Law in New York merely imposed an obligation upon employers and employees to bargain in good faith with respect to the terms and conditions of employment and the administration of grievances.

Yet, increasingly, we are seeing efforts precipitated by both representatives of organized labor and public employers to circumscribe the parameters of the bargaining process. We are seeing legislation which would either prohibit or mandate the granting of an agency shop as a form of union security. New York and Pennsylvania have redefined "terms and conditions of employment" to exclude pensions from the scope of negotiations. A number of states have acted to define by statute specific management rights which, therefore, presumably would be excluded from the scope of negotiations. In a number of states, including New York, day-to-day matters such as the minimum amount of sick leave to be granted a teacher are mandated by statute. Maine's statute appears to limit the scope of bargaining on salaries only to the extent that public sector salaries are "inconsistent with rates prevailing in commerce and industry for comparable work within the state." Connecticut's statute requires associations of teachers to be accorded equal treatment with respect to mail boxes and school facilities.

In this and many other ways, state legislatures have attempted to circumscribe the scope of bargaining. Perhaps of greatest concern to me are the new statutes which exist in New York, Pennsylvania, Massachusetts, and Maine, mandating compulsory arbitration as the final step of negotiations with all or particular groups of employees. Demands for the extension of these statutes to the area of teacher negotiations are becoming increasingly strident in New York. In all of our states we are likely to see proposals for expansion to other areas.

Dispite my appreciation for the value of arbitration, I have substantial reservations about its use in interest disputes--disputes concerning what the terms of a contract should be. My concerns perhaps should be shared by representatives of organized labor just as much as those of the employer. Arbitration removes from the parties to the dispute the right to make meaningful determinations of priorities. There is no mediator, however qualified, whom I would trust to make a final decision in place of the decision of the parties to the dispute. This is not to suggest that all school boards, or even most school boards, or teachers' unions, are all-wise or all-knowing, far from it. But they are the parties that will have to live with the product of negotiations on a day-to-day basis and it is to be hoped that they will learn from the experience. If these individuals are incompetent or unable to handle the processes of collective negotiations, they should be removed from office and substitutes elected or appointed in their place. It is too easy for a public administrator or teacher negotiator who is lazy or incompetent to avoid the hard work that collective bargaining requires. It is too easy to rely on the crutch of arbitration to do less than he is already doing now. Arbitration too easily relieves one of the responsibility for decision making.

No one yet has devised a system which will protect the public from the consequences of one or both parties holding back in negotiations because of the possibility of further gains in arbitration. The whole collective bargaining process is predicted upon the assumption that the mutual accommodations of the parties

will achieve the best solution to an employment dispute. They may need the professional assistance of the mediator or fact finder. They must remember, however, that the business of these third party neutrals is in consummating an agreement, not public administration. Once administration is achieved, the mediator or fact finder or arbitrator fades from the scene and the parties are left to live with what they have been given. A solution that is designed to reach agreement often does not recognize the fundamental interest of one or both parties.

Too often, the existence of a further step may itself be an incentive to pursue process to a conclusion. We see this all the time in grievance administration. Too often, both public employers and employee organizations, unsophisticated in the processes of contract administration, will take a case on to the next step merely because it's there--just as if they were mountain climbers. So, too, in the area of interest arbitration, there are many groups of employees who, either because they truly believe it or because they are concerned with impressing their membership, will insist on taking a process to its ultimate conclusion. They are concerned about pressure from the membership when asked why they should accept a settlement of X percent, or why they did not go to arbitration where they had the possibility of getting more. Too many administrators will find arbitration a convenient method of avoiding the responsibility of decision making.

Those of us who deal with the new compulsory arbitration statutes have a special responsibility to make sure that they work. We must resist the temptation to permit them to supplant the exercise of our responsibilities as negotiators. It is only an acceptable solution if it is used judiciously, after all other possible methods of reaching agreement have been exhausted.

Future Needs

Both public employee unions and governments will benefit from strong management and strong unions in these times. Strong management does not mean arbitrary action, nor does it mean making decisions without consultation and recognizing the rights of employees to equal participation in the decision-making process. Strong unionism does not mean making unreasonable demands in times of fiscal constraint. If we are to continue to have representative government in school affairs, then an effort must be made to insure that the public interest is protected in addition to that of the parties. Boards and their superintendents must agree on goals and priorities, decide what most needs to be done, and then to accomplish those aims. Teachers must assess how much they really can get without doing violence to the enterprise they serve. Within those parameters, both boards and teacher unions owe a special responsibility to commit the processes of translating these priorities with meaningful agreements to professionals who are both trained and skilled in the processes of reaching accommodations of concern. The process has worked in the private sector. It can work in our schools.

This is a time of great difficulty. Yet, it is also a time of great opportunity and great challenge for us who are engaged in public sector collective bargaining. We are dealing with a process that is so delicate. It is dependent for its success upon the development of trained professionals. Professionals who will recognize their responsibilities to the constituencies that they represent; who, at the same time will bear in mind the very special responsibilities they owe to the public and to the children who have been committed to their care. There is rarely a right or a wrong in collective bargaining. Neither management nor labor has been invested by the Almighty with infinite wisdom or the ability to make every decision a right one. Indeed, it is society's conclusion that bilateral determination--rather than unilateral action--will produce stability which led to the enactment of statutes mandating collective bargaining in so many of our states.

If collective bargaining is to work, we must work to make it work. We have to recognize the special responsibilities imposed upon us and attempt to devise imaginative solutions to a variety of changing problems. These are not easy challenges. They will be difficult of solution. Hopefully, sessions like this will provide us with some of the skills we need for this solution.

THE EFFECT OF COLLECTIVE BARGAINING ON DECISION MAKING IN EDUCATION
AND THE EDUCATIONAL PROFESSION

An Address By

FRED G. BURKE
State of New Jersey
Commissioner of Education

Two seemingly unrelated events which occurred in recent years as a consequence of the rapid emergence of collective bargaining as the major means of settling wage and working condition conflicts seem, when contemplated together, to be indicative of the magnitude of change affecting the public sector generally, and education specifically.

When I left the State University of New York as a Dean and Professor in 1970 to become Rhode Island's first commissioner of its newly integrated K-graduated school system, I was a dues-paying active member of the American Association of University Professors (AAUP). I had worked in the AAUP vineyard, primarily in the areas of academic freedom and civil rights.

Up to that time the major role of the AAUP was merely the compilation and rating of universities and colleges as to salaries, benefits, and teaching loads. To suggest in those blissfully naive years that the AAUP should, or would, become a bargaining agent in the classic industrial sense would have been perceived either as lunacy or heresy. The role of the AAUP was to guarantee the academic freedom of the scholar, to report on the state of the profession, and to defend its members in cases where dismissal or censure resulted for reasons of academic freedom.

Soon after I assumed my post in Rhode Island, the University of Rhode Island faculty petitioned to elect its bargaining agent. Rhode Island College and the junior college system did likewise. The faculty at the University of Rhode Island, selected the AAUP as its bargaining agent, Rhode Island College settled on the American Federation of Teachers, while the junior college chose the remaining option of the National Educational Association.

The State Board of Regents designated its commissioner as the chief negotiator to head a team composed of his chief labor relations designee. Obviously my membership within the AAUP was in conflict with my role as management's chief negotiator.

Hence, one consequence of the AAUP's redefinition of its role from the guardian of academic freedom and the watchdog of professional standards to a trade union bargaining agent was to preclude my continued membership in that organization.

No doubt this did little to cause consternation and anguish among the leaders of this august body. However, to one who continues to perceive himself as a scholar and educator, the trauma was indeed significant. Moreover, during those confusing, often angry, days and nights a few inexperienced, frequently naive, group or professors and an equally inexperienced management team sought to come to grips with the issues.

I observed an important transformation in the leadership of the AAUP--a change which I noted was occurring elsewhere in the vast reaches of academia. Leadership was steadily moving away from senior, professional, libertarian-type scholars towards more aggressive, younger, class-conscious, economic and political activists. Rarely did a concern

for academic freedom, and only slightly less frequently did the issues of professional standards, dominate the bargaining table. The issues instead were those of the industrial model: wages, hours, grievance procedure, and fringe benefits.

As one who believes in the fundamental rights of those who labor with hand or mind to join a union and to collectively determine under what circumstances and for what rewards they will give of or withhold their labors, I find nothing inherently amiss in the AAUP's new role. I was, and am concerned, however, about the potentially dangerous void created by this redefinition of role. To whom as I to turn, to guard the portals of academic freedom, so critical to the maintenance of a free and democratic society; and to whom to ensure the excellence of research and the integrity of knowledge? Where am I now to turn to guarantee that there exists a demanding and exact measure of academic excellence, and of rigorous analysis?

Who speaks today for the community of scholars--a faculty senate or a union local?

Until my reincarnation from professor to commissioner I knew little of the National Education Association. Vaguely I knew of its massive membership, its Washington headquarters, and its lobbying fame. I also knew of its child advocacy, of its leadership in the constant struggle to maintain the integrity and excellence of public education, and its work to improve pedagogy. True, I was also aware that, here and there at the local level, it bargained with school boards to determine salaries and working conditions for teachers.

Soon after my arrival in Rhode Island, the state was beset with

numerous teacher strikes, or to phrase it as my friends in the Rhode Island Educational Association prefer, "School Board Strikes." These strikes were essentially illegal. I say essentially because illegality for our purposes is as much a state of mind as a precise matter of law.

In a manner somewhat peculiar to Rhode Island we in the commissioner's office found ourselves cast as mediators of last resort. Countless sleepless hours, which always seems to occur over weekends of excellent sailing weather, slowly taught me that neither school board members nor teachers perceived their organizations as concerned first and foremost with the education of children, or with the laborious perfection of pedagogy, or dedicated to safeguarding academic freedom. Though I heard during these long and traumatic hours the erudite language of the scholar, the housewives' lament, the lingo of the professional negotiator, the words of the streets and the barnyard, I rarely heard either teacher or board member defend their respective positions in terms of the effect on children and their education.

Again as a former card-carrying trade unionist, I find nothing inherently wrong with collective bargaining between teachers and board employees on wages and working conditions.

My concern here, too, is the void created by the preoccupation of the nations largest professional organization with the monetary compensation received in return for its labor. I think I am even more concerned about the absence of child advocacy on the part of school boards. But that is grist for another mill, or a chapter for another book, or the source for another controversy.

As chief state bureaucrat charged by constitution, by law, and by

personal commitment, with the thorough and efficient education of 1.4 million children, to whom do I now turn for legitimate, knowledgeable child advocacy?

Where can I rest assured that a constant effort is being waged to evaluate the means to teach and to perfect this very subtle art -- teach Hector to multiply and Rosa to know how to cope with the environment of the year 2015? Am I to rely on the graduate schools of education where grants, grantsmanship, and professional avarice seem to rule the day? Or to the regional labs which, in their never-ending search for fiscal survival, often sink to the ranks of the hucksters? Or to the commercial sector which creates and then sells fads and calculates success in dividends paid? No, Virginia, there is no professional collegiality that labors these days somewhere with your interest paramount. No one speaks for academia, no one speaks for children. Your champions have left you to become the champions of the instruments of learning, or the conveyers of knowledge.

Manifesto and by-laws may remain the same but the purposes change, new kinds of leaders emerge and most important, new measures of success take precedence.

THE EFFECT OF COLLECTIVE BARGAINING ON DECISION MAKING IN PUBLIC EDUCATION

All of this may seem a somewhat lengthy introduction in attempting to deal with my views on the effect of collective bargaining on decision making in education. Then again, introductions carefully done are almost significant by themselves.

The point I am trying to make, and one on which I will elaborate, at somewhat greater length is that the natural, the necessary, indeed, the imperative emergence of collective bargaining in elementary, secondary, and higher education, has had an unanticipated consequence on education that bears directly on the welfare of the Commonwealth. This is particularly true in our deranged era which, like none other ever before, cries out for stability and the human values that only our professions can provide. My concern is that the major professional organizations that long served as the social conscience of youth, the cultivators of knowledge, and the sole guarantors of the academic freedom, have transformed themselves into the trustees for the maximization of economic returns of those who are employed in the various levels within the profession.

The consequences of this transformation are only beginning to surface. The adversarial posture which, of necessity, characterizes labor-management relations in the industrial sector is beginning to dominate public education. Energy and priority resources, formerly directed towards the refinement of knowledge and the advocacy of child development, are being diverted into economic, and essentially adult, conflict resolution. Pedagogical development and refinement are left to universities, research labs, and to commercial firms, as well as to the mushrooming, self-proclaimed consultants operating with answering service facilities in re-styled, split-level basements.

At present, the professional void is being partially filled by civil libertarian groups and more narrowly conceived Nader-type raiders while the long-time guardians of academic freedom and educational excellence deal almost solely with immediate and less professionally inspired rewards.

The effect of all this on educational decision making would seem to be that decisions affecting education become artifacts of decisions made predominantly on the salaries and working conditions of those who earn their livelihood educating our youth.

There probably is a fair amount of truth in the axiom that what is good for teachers is good for learners and that what is best for the community is in the best interest of its future citizens. But to determine the satisfaction of the means of our enterprise as serving automatically the interest of the ends of the enterprise is to misconstrue ends and means. Taken to its logical extreme, the argument becomes absurd. Children do not exist to provide a need for schools and teachers, performance contracts, and private consultants, or for testing firms and educational bureaucracies.

Allow me to touch on another but related area that is affected by the natural, indeed, desirable emergence of collective bargaining in education. The public sector, including teachers, has naturally fallen into the industrial model and taken the form of local and regional affiliates of national organizations. Lord Acton was only paraphrasing Socrates when he mused that all organization is power and all power is organization. So, by transforming isolated, esoteric, professional organizations into trade unions, teacher groups became part of a vast national, even international, organization possessing enormous resources the least of which is money, and the most of which is organizational skill and knowledge. In the meantime, management, if I may refer to the thousands of local school boards as such, have by and large fervently and jealously maintained their parochial and, consequently, weak identities.

In some states like New Jersey, school board associations have stemmed the tide but, by and large, teacher trade unions have become stronger while local school boards have become, not only relatively, but absolutely, weaker.

The state, though constitutionally responsible for the education of its youth, has pretty much been content to look the other way and to disregard the collective bargaining process that increasingly defines not only wage and working conditions, but pedagogy and educational policy as well. Perhaps this abdication is the most serious consequence of all, and thus deserves more attention than it has received.

School board members who realize that their only compensation for long and arduous labors is a more blissful afterlife are increasingly concluding that the costs of coping with long, angry meetings and tough negotiations far exceed the heavenly benefits of the hereafter.

The decline in the quality of local education decision making, fueled by increasingly militant teacher union purposes and by the demise of education-oriented boards, intensifies conflict with other institutions and groups concerned with education. Parent clusters, ethnic groups, and other local government institutions and their employee associations are drawn into the drama with the result that decisions become even more remote from the welfare of learners. The seeming turmoil at the local level characterized by strikes, conflicts, grievances, controversies, and often by corruption and greed, fuel a demand by state-level leaders and institutions, and by self-appointed spokesmen for the populous, for more and more accountability, for new laws, and for limits on the freedom of both parties to bargain collectively. The impact of these forces on traditional forms of educational governance need more study and research than they have received.

Speculation on Some Long-Term Trends

To my knowledge there is no evidence that a national trend towards an expanding public sector economy has ever been arrested or reversed short of a traumatic and usually violent political upheaval. Given the basically conservative nature of the United States, I doubt that we will seek such radical solutions to essentially economic issues. A trend towards public service employee collective bargaining seems equally as evident as that towards the preeminence of the public sector generally, and, in my estimation, is even less likely to be arrested or reversed.

If one considers these two vectors together, it would appear that in the not-too-distant future public employee unions will come to dominate the labor scene and, indeed, will most likely be in contest with big business and with industrial unions for predominant influence over public policy and, more specifically, over the public policy determinance of the re-distribution of income.

Such a contest for influence will incline the now fractional public employee organizations to amalgamate and, within a decade or two, it would seem that they might well unite into a powerful monolithic organization. Give the relative preponderance of educators and other related white-collar professionals within this sector of the economy, it would seem likely that their interest as to income re-distribution and public policy generally would diverge significantly from the interests of both big business and industrial unionism. Public school teachers, with or without their colleagues in public higher education, in my estimation are sufficiently numerous and well-organized to assume leadership positions in such a emergent national public employee trade union. The implications of such a scenario for education are of course numerous.

One would certainly anticipate that despite a shrinking clientele expenditures for education would tend to remain relatively high. Efforts to alter the delivery system drastically in a direction that is less labor-intensive with less job security would be successfully slowed, if not arrested.

There are, however, some built-in roadblocks to the realization of such a scenario. For example, powerful public employee unionism will probably give rise to more rapidly escalating inflation that is characteristic of an economy dominated by industrial production, private sector services, and industrial unionism.

Industry can counter increasing production costs that are attributable to the costs of labor, at least in part, by increasing productivity or by decreasing such other cost factors as materials and capital. Government can counter inflation more readily in an economy dominated by a private industrial sector through the use of fiscal policies that are designed to redistribute the income that escalates as a consequence of industrial unionism. An economy and polity dominated by public employee unions, however, would be less inclined to support legislative policies that would siphon off any and all wage and benefit increases into comparable income re-distribution.

More important, however, are factors of productivity and elasticity in the public sector. In the public sector, increased productivity does not follow naturally from increased investment in salaries and benefits. In fact, the reverse is more likely the case. For efficiency and productivity can and do mean greater expenditure of public monies, larger case loads, more postage, more prisoners, the identification of more handicapped children, and so forth. Thus, increased productivity in the public sector is inherently inflationary, and thus cannot be

employed efficiently as a strategy to offset the increased salaries and benefits of public employees.

If the long-term consequences of dominant public employee unionism is to divert income distribution away from the producers of goods and services in the private sector towards an inelastic delivery of public services, the long-run implications to the national economy are evident and somewhat disconcerting.

Furthermore, the attempt to limit current salaries in line with those of the less influential private and industrial sector will incline public employee unions to step up their demands for less visible deferred incomes and toward less tangible but nonetheless costly fringe benefits. The long-range consequences of rewarding powerful public employee unions with substantial deferred incomes at the urban and state level has recently become apparent in the dilemma facing New York City and New York State. When these current difficulties are compounded by a rapidly and radically aging population, the implications for the future are even more problematic.

Where, short of drastic inflation, will the surplus goods and services be generated to carry an increasingly heavy debt and retirement load?

As contract-mandated costs of public services rise through expansion of the scope of bargaining, the effect on public participation in policy decision making is accordingly narrowed. More and more fundamental decisions affecting the entire body politic could be settled at the bargaining table rather than in the polling booth. Possibly the closest contemporary approximation to this form of public policy determination occurred in Italy between the two world wars where the function

of the state increasingly became one of trying to monitor and regulate policy-making through collective bargaining by a myriad of corporate entities.

One implication of this trend in the United States, when taken in conjunction with the tendency of public employee bargaining units to amalgamate for purposes of relative power and efficiency, would seem to be a steady tendency to shift the locus of bargaining upwards from local towards central public agencies. As education is particularly a state responsibility, there would thus seem to be a likelihood that collective bargaining will gradually move away from a multitude of local districts toward eventual statewide bargaining. Trends in this direction are currently slowed by competitive bargaining units fearful of risking a "go-for-broke" showdown, but will be hurried, it seems to me, by the trend towards the integration of public service employee units.

Public education is a highly labor-intensive enterprise. Therefore, to the extent to which bargaining moves away from locality toward the center, so too will the basis of funding education move toward the state. The trend towards state funding will be hastened, it seems to me, by the concentration of collective bargaining at the center. If and when the nation's public school teachers join with the state university and college faculty and other state employees, public employee bargaining units at the state level will increasingly be dominated by educators. This occurrence will have a profound effect upon the overall bargaining power of education vis a vis income distribution and public policy, as well as having an opposite affect on the fortunes of industry and organized labor.

Education is the nation's largest business. Last year, 62 million

Americans were either full-time students or employees of the educational enterprise. Our mission as educators as our nation enters its third century remains critical. As Thomas Jefferson once warned, "If a nation expects to be ignorant and free in a state of civilization, it expects what never was and never will be."

I hope that my remarks today will serve as some sort of informal balance sheet for a personal assessment of what the development of a collective bargaining process will mean for the future of public education.

VIEWS ON COLLECTIVE BARGAINING

John Venditto

Assistant Superintendent for Personnel
and Employee Relations
Warwick, Rhode Island School District

I am a professional negotiator who represents only school management people and have done so for about twelve years. We often project the image of collective bargaining as alot more complicated than it really is or indeed than it should be. Basically there are very simple ingredients for successful bargaining. However, the ingredients are essential and without them we cannot have successful bargaining.

The parties at the table have to want to reach an agreement. Now that's a very simple concept but this simple ingredient is not always present in collective bargaining situations. As a matter of fact, it is frequently absent. The first ingredient is to want to reach agreement and to make every effort to reach agreement.

The second ingredient is relatively simple. You have to know the mechanism to use to effect an agreement. It is not only necessary to know the mechanism but to use it or to employ somebody to use it to effect an agreement. Let me emphasize, especially for school board members or representatives of school boards, what is not essential for reaching agreement at the bargaining table. It is not essential that there be hostility at the bargaining table. Not only is it not necessary to be hostile at the bargaining table, as a matter of fact , hostility impedes the process. Another thing that is not necessary for management, that is the school board, is to give away its right to manage

the school system. However, the parties have to accept--and this has been said over and over again--the concept of collective bargaining. This is a simple statement, easy to say, but most of the problems in my experience, dealing with school boards in this state and many other states, are that they have not accepted the concept of collective bargaining. The concept of collective bargaining means that the parties are equals at the table. School boards have to accept, that at the bargaining table, there is no employer-employee relationship. There is no boss at the bargaining table--union and management meet as equals. Those who can't accept that concept and can't negotiate under those terms, will find it very, very difficult to reach an agreement. The fact that the parties make demands, one on the other, causes one to understand the purposes of collective bargaining laws. The purpose for the enactment of collective bargaining laws, in my view, was not to make it easier for management, but to benefit the employees and their representatives. The laws were passed to give legal rights to employee organizations.

Once management accepts the concept of bargaining--that the parties are equal at the table and that the law was passed to benefit the employees--in order to be successful under ordinary circumstances, school management must expect that there will be a reasonable increase in salary for the employees, the extent of which will be discussed later, and some reasonable adjustments in working conditions.

The degree of adjustment is negotiable but in order to accomplish an agreement or settle an agreement, there should be, under ordinary conditions, an expectation of a reasonable increase in salary and some reasonable changes in working conditions in those areas where the union is concerned.

So, the point that is being made is that if one goes into collective bargaining as a representative of management with the attitude that there will be no salary increase, it may as well be stated at the onset because there is no need to stall in negotiations. Many times after negotiating without movement for some period of time, all of a sudden a statement is made "well,---, you have to understand our financial conditions, we really cannot afford an increase in salary." With this kind of attitude on the part of management, there will be trouble settling an agreement. Another thing that can be expected from negotiations is that management will retain management of the school system. There will be perhaps--some minor adjustment--reasonable adjustments of working conditions--that management is concerned about. By reasonable I don't mean that the school board agrees to a reasonable salary increase and then insists on adding ten days onto the school year. I don't think that is going to work.

There are a couple of conditions that have to be present for a settlement. The union has to be able to look after its people and say to them "We negotiated with your best interests in mind; here is what we did for you and what we did was reasonable. We secured for you a reasonable salary increase; we attended to some of the concerns that you have; and we have made reasonable adjustments in these areas." Management has to be able to go back to its

constituency and say "We still operate the school." The unions do not operate the school, nor do they want to take over the operation of the school. When they do they become managers and are open to criticism--that's not their purpose.

There is another very important element, although I don't want to over-emphasize it, that is that there is a need for competent representation. Competent representation means assurance to management that nothing will be negotiated either in issues or language addressing those issues which will jeopardize the management position of the school board. I don't care what the issue is that the union is concerned about, there is language somewhere in the universe, that will satisfy both parties. Sometimes it is necessary to work hard to develop the language. Competent representation means not only somebody who knows the mechanics of collective bargaining, but also who knows how to develop language, and knows the school's business, knows the concerns of the teachers, the union, and the concerns of management, and negotiates within that framework. If any of those elements are absent, then the danger of failure of bargaining is faced.

When does bargaining fail? How do we know that it fails? Does bargaining fail at the time when the parties have discussed the issues, gone through the list, and for some reason there is no longer any movement? Does bargaining fail because one or both of the parties really don't know how to move from a particular position, or because they have such strong feelings, or feel they don't have the authority to move?

It is very easy when there is no movement for someone to say, "Well I guess we're at impasse." From my experience in representing school boards, although there are exceptions, and I don't mean to over-simplify this, I believe that too often impasses are declared prematurely. When impasses are declared and public statements are made to that effect, it seems that the relationship begins to deteriorate very rapidly. Of course there is such a thing as a true impasse when the parties have faced each other, have addressed the issues, have made proposals and counter-proposals, have communicated, tried out language, and they just can't agree. In that case, there is an impasse. I am not sure that in education there should ever be a true impasse. If you think about it, what happens after an impasse? The parties are at an impasse at the table, there is no communication, they may or may not use the mechanism established by the law of their state to resolve the impasse. There may be a strike somewhere along the line, there is intervention, and then somewhere along the line the parties face each other again, and somewhere along the line the contract is settled. Contracts are always settled and strikes are always settled.

By hindsight, of course, if strikes are ultimately settled, they could have been settled at the bargaining table. Often impasses are declared prematurely for a number of reasons that the parties may have difficulty in recognizing when bargaining breaks down. There may be pressure from negotiating teams, or pressure from the union membership, or pressure from the public on the school board or pressure by the town administrators on the school board. There may be procedural confusion or one of the

parties indiscriminately may make a "final offer".

It's always a very difficult situation when one of the parties says, "This is my final offer." There is no such thing as a final offer but when one declares a final offer, final means final and it is very difficult to negotiate from that point if one relies on the statements of the parties. I think the parties have some responsibility at this point of the negotiations and this is where the importance of proper representation shows itself. If the parties are at a point where they think they are at an impasse and they are still able to communicate and want to reach an agreement, it is really simple for one of the negotiators to say, "Well, let's set another date. It's difficult right now; we don't seem to be making progress, so let's think about it and set another date." Don't say, "It seems we're at impasse, let's break it off." At that point somebody goes to the press and there is deterioration. It's very simple to say to each other--and the school board negotiator has this responsibility--to say that they will keep in touch and meet on such and such a date. In the meantime, they may keep in constant communication.

I think it is important to be willing to meet away from the table even if the parties aren't willing to reach an agreement, because there is a need to communicate. There is a need to communicate on a daily basis with the union even if it's nothing more than a negotiator's communicating. At least there should be an attempt to identify where the problems are. Sometimes if people start talking--they don't even have to start talking about the

negotiations or issues--what may develop will be an area which one or the other party may identify as an area which can provide some degree of movement. If there is any degree of movement it may develop into some area of agreement in terms of language which may be satisfactory. If a party does not have the kind of representation who can see to this and foster that sort of communication, they ought to get someone who can.

Someone has to have the responsibility. Very often it's a good idea not to have a superintendent and school board members at the bargaining table, especially if they cannot accept the exercise of equality at the bargaining table. If they are not there to experience the uncomfortable environment which they cannot accept, it can make it easier to communicate when an impasse seems apparent. If there are people in the union who will create hostile feelings at the bargaining table, maybe they ought not be at the bargaining table. I realize that this means there may be political difficulties, but the chief negotiators have the responsibility, each of them, to communicate with each other away from the table and to discuss the issues unemotionally and even to discuss the issues away from the negotiating team. They ought to have the authority, at least, to be able to talk privately and come back and say "I have identified areas here which we might talk about."

Very often the failure of communication arises because of the failure of the assumptions of the parties. For example, since I am talking about management, I will talk about some of the pro-

blems I have seen in school boards when a school board member thinks he has to uphold a community viewpoint that the teachers are getting enough money and therefore the board cannot offer a salary increase. Does the school board member have the pulse of the community? The problem is, of course, in identifying the pulse of the community. The very same pulse that feels that teachers are being paid enough may very well be the pulse that says "Why can't you get these people back from the strike and sit down and negotiate and settle this thing so that we can get our kids back to school?"

On the other hand the union has a responsibility. In times of financial difficulty in the school district, the union knows what the problems are, especially when they are financial problems. Union leadership has to be willing to communicate this to their membership, to perhaps indicate a willingness to take less in terms of salary, in an area of reasonableness, and concentrate on language. What do I mean by that? If the money is not there and if you are going to have a difficult time getting the money, get the kind of money that is reasonable, maybe a little less than you membership wants; it may be even substantially less, but sell them some language. This is the time to say to a school board "Let's straighten out some language in the contract." Work on that. On the other hand, when management is working on this language it should make sure that in developing language which it can finally agree on, it does not impair the management of the school system.

However, all of this, notwithstanding, there are times when bargaining does fail or breaks down. When bargaining breaks down, the situation quickly deteriorates, especially when the parties begin making public statements to the media which in turn trigger power statements. Such statements not only confuse the parties, they confuse the public. Both parties have a responsibility--and I know that in terms of emotional stress this may be difficult--but there is a responsibility to keep the channels of communication open. Therefore, even during an impasse, there should be an attempt to reach an agreement. If there are any public statements, they should be made jointly and the parties should meet during impasse, even if informally. If there is any clash before a contract deadline, the union has to make its decisions. They can use the procedure of the law, whatever that procedure may be, or they can go on strike. If the procedures of law are used by the parties, it generally means going through the process of mediation, fact finding, and sometimes arbitration. This should be done in a deliberate manner with a well-prepared case and an attempt should be made to win the case in that arena. During all of this time the channels of communication should be kept open.

A union may decide to go on strike and some of the parties do. Although others may disagree with me, I think school boards should not try to keep the schools open. To keep the schools open is naive because in most instances the school boards want to keep the schools open simply to penalize the teachers in terms of salary. What are the consequences of such action? When one

of all the confusion which develops from trying to keep the schools open, it is questionable if it is worth it to the school board.

A completely irresponsible position for a school board to take is to say "We will not negotiate until they come back to work." You've got to negotiate during a strike, because there is a requirement to communicate during a strike. That's the only way the strike is going to be settled. So whether the problem arises during impasse, or during a strike, it is best to try to keep everything low key. At least there should be only one spokesman for the parties. It is very confusing when the press and the media go to the chairman of the school board and every other member of the school board and the superintendent and the president of the teachers' union and other officers of the teachers' union and get conflicting stories. If the impasse is caused by a money problem, then it is very wise to get the school board and the appropriating body, that is not the school board, together so that a position can be thought through, that anyone can support.

Don't interpret everything that I have said as meaning that impasses can always be avoided and that strikes can always be avoided or that if there's a strike, it can be engineered so that it won't be disruptive. All strikes are disruptive. What I have learned in twelve years as a representative of school boards is that we should take a very hard look at the alternatives, which very often are not generally considered in the beginning and to look through

the alternatives a step at a time to try to predict and project what is apt to happen. We should try to predict and project what the settlement is apt to be and what the consequences are. Then we should think twice about breaking off negotiations, and difficult though it may be, to think twice about letting personalities cause difficult situations and hostility at the bargaining table.

COLLECTIVE BARGAINING TECHNIQUES

The process of collective bargaining can be learned. Just as in tennis or golf, the tyro can be instructed in the grip, the swing, placement of the fee and other useful tips; so the tyro in bargaining can be given many useful pointers preparing for negotiations, adopting a policy, planning the sessions, developing a bargaining team and other useful aspects of negotiations. Whether or not, even with practice, the beginning tennis player or golfer can put it all together depends upon other factors which cannot be taught but perhaps can be encouraged such as coordination and concentration. Just so in the collective bargaining process there is, in addition to technique, a requirement such as judgment, sensitivity to others and the ability to articulate cogently. One cannot emphasize too much the necessity for liaison between the bargaining team and its organization. The style of bargaining will grow out of the inner-resources of the bargainers, but it will represent the attitude of the institution to the collective bargaining process.

In this section we are dealing with the preparations for negotiations and the technique of negotiations. The first paper is a bargaining outline for management reprinted from 61:301; GERR RF-56, it was copyrighted in 1972 and is reprinted with the permission of the Bureau of National Affairs, Inc., Washington, DC 20037. Although it is written as if for the private sector, it is readily adapted to public sector needs. There are many similiar published articles, this one is just one that is as good as others.

The question is often raised whether private sector experience can be translated into the public sector. Many of the answers ignore the fact that there is no one private sector experience. However, the process has similarities that are transferable.

The second paper is also reprinted by permission of the Bureau of National Affairs, Inc., Washington, DC, copyrighted in 1976, it is a checklist of ten common mistakes school board officials make in teacher negotiations.

The third paper moves from the process of collective bargaining into the area of the psychological and interpersonal aspects of the negotiations process. The paper and its introduction were prepared by Professor Bert R. Brown, Rutgers University.

BARGAINING OUTLINE FOR MANAGEMENT

The following discussion and outline of an approach for employer negotiators to use in collective bargaining originally was prepared by a management consultant advising a large multi-plant corporation on labor relations, but it is equally applicable to employers and employee organizations preparing for bargaining in the public sector. The approach is designed as a substitute for the "perfunctory preparations for negotiations" which the author feels most employers make, and more important, as a substitute for the "defensive position" management takes in many negotiations. The outline covers in detail preparing for bargaining, establishing a basic philosophy for initial dealings with a union, formulating agenda for the first and successive meetings, and developing methods by which negotiators can switch from defensive to offensive tactics. Although the approach represents the thinking of management representatives in key bargaining areas, it is of considerable interest to union negotiators as well, since union officials in fact have independently recommended some aspects of the approach to union negotiators.

I. Preparing for Negotiations

The day to start preparations for negotiations on your next contract, is the day you present contract goes into effect.

Everything that happens under your present contract may become a factor in your next negotiations. Any clause that causes confusion, works unfairly, or proves unworkable, probably should be revised at the next negotiations. But unless notes are made at the time the trouble occurs, the problem is apt to be forgotten by the time the next negotiations rolls around. And where there is constant difficulty, it is well to have a record as to the seriousness of the difficulty.

A. Supervisors Make Notations and Recommendations

In order to make it as easy as possible to record situations which indicate the need for revision of any contract clause, some companies have the copies of the contract which are provided for supervisor printed with blank pages alternating with printed pages so that the supervisor can make simple notations of actual incidents or difficulties created by any particular contract clause at the time they occurred. These notations, when reviewed immediately prior to contract negotiations, provide a wealth of material necessary to make practical revisions.

No one knows the operating faults in any labor contract as well as the supervisors who are required to bargain under it daily. They usually know what works, and what does not work. So their opinions on needed revisions are among the most important you can get.

To get full benefit of their opinions, many companies, about one month before the start of actual negotiations, secure from each supervisor his practical suggestions. These suggestions should include three things: 1) What paragraphs need revision; 2) Why that particular paragraph needs revision; and 3) How the clause could be revised.

When all of these suggestions have been collected they should be put in your contract negotiations file.

B. Study Appealed Grievances

Another continuing process in the preparation for contract negotiations is a study of the grievance files. Appealed grievances, in particular, especially those repeatedly arising under the same contract clause, give a clue to needed revisions.

If a study of the grievance records shows that a grievance was brought because of confusion as to the meaning or intent of a clause, either on the part of the employee, the union, or the supervisor, there probably is a need for revision of the language of that clause, so its purpose and intent will be clear to everyone.

C. Study Other Contracts

Each set of contract negotiations is conducted under the shadow of a mass of practice and precedent reflected in the contract provisions of other employers in your community and in your industry. Industry or area "patterns" have a profound but not necessarily controlling effect on your negotiations. If the pattern is one with which you agree, knowledge that the pattern exists can be most helpful. If the pattern is one which you oppose, you must know the extent of the pattern in order to judge your chances of success in securing a deviation from it.

To make sure that you have all the information you will need, both in support of the position you want to take and in defense against contract clauses you want to avoid, you will want to make sure that you develop a complete list of all the contracts which might have a bearing on your own negotiations. You can be sure that the union is fully equipped with samples of existing contract clauses to use to bolster its demands. In order to bargain on an equal basis, you will want to know where the contract clauses are that will bolster your position. And the time to find them is before you get so busy in other phases of your negotiations that you do not have time to do it.

D. Make A List of Companies

You will want to make a list of the names of the companies whose contracts might have a bearing on yours. These would include companies of various kinds in your own community, and companies, wherever located, in your own industry. Both are important, for although your employees are obtained normally from your own local labor market, you must sell your product in competition with companies outside of your local area within your own industry.

While both of your lists must include the "pattern setters," both locally and industry-wide, they also should include all of the comparable companies--those of a comparable size, doing comparable work, and in a comparable type of community.

E. Get Copies of Other Contracts

As soon as you have determined which contracts will have an effect on your negotiations, you will want to get copies of all of them. At the time copies are solicited it would be wise to establish the type of contract that will permit a full flow of information, as such information might be needed at a later date.

F. Analyze the Other Contracts

Each clause in every contract studied should be appraised as to its applicability to your own situation. Many clauses would fit one situation perfectly, and yet be almost disastrous in another type of situation.

To help you in analyzing each contract, you might wish to mark each paragraph as you go through a contract with three different types of symbols: "OK" for those that would properly fit your situation; "NG" for those you would not want to agree to under any circumstances; and "?" for those that you would prefer not to have, but to which you might be able to agree to if you had to.

Those marked OK would then be your "most favorable clauses"; you will want to list all of them as you can use them during negotiations to prove that such clauses have been agreed to elsewhere. The union, of course, will have its own list of "most favorable clauses", most of which probably will be on your NG list.

Where you find an OK paragraph in one of the contracts negotiated by the same union you are dealing with, you will want to keep that paragraph particularly in mind. Make a note of it and keep it in your negotiations file.

G. Check Your Own Bargaining Practices

Many contract provisions have their origin in difficulties arising in the shop which have not been handled satisfactorily. They normally reflect issues over which employees can be excited. They frequently are the issues which are used to stir up enthusiasm for a strike.

Failure of some employers to give adequate notice of impending layoffs, for example, has resulted in demands for contract provisions requiring as much as a week's notice. Arbitrary actions of other employers in promotions and transfers have given rise to complicated seniority provisions. Failure to permit the use of voluntary arbitration procedures has created the demand for compulsory arbitration.

Favoritism toward some employees by some employers has resulted in demands for elimination of merit ranges, as well as "joint determination" provisions on many matters. Failure to give proper attention to safety has brought about demands for safety committees. And there are many other examples.

The fewer of these real issues that there are, the better it is for all parties concerned. And if there is no need for some particular (and usually restrictive) clause, a contract can usually be negotiated without such a restrictive clause being included.

H. Review Your Wage Picture

Despite the efforts on the part of some unions to negotiate uniform wage rates, wages are rarely uniform between companies either in the community, or in an industry.

From the practical viewpoint you probably will want a set of wages which will permit you to recruit the proper type of workers in your community, and at the same time permit you to be competitive within your industry. Both points are important.

To do this you will have to obtain accurate knowledge on the rates being paid by those companies which you have selected as representative for the purpose of your negotiations. As you did in selecting the companies for your contract study, you will make sure that they include representative and comparable companies in your own community, representative and comparable companies in your industry, and the "pattern setters", both locally and industry-wide.

Most companies object to mailing their rates promiscuously to companies where they do not know any individuals well. Most companies, however, will provide information in a personal interview, at which time arrangements can be made for the exchange of information in case of revision of rates at a future date.

The information should contain two basic things: rates on key classifications, and average earnings.

In developing each of these two, it is important that both types of figures show to what extent the rates actually are comparable. For example, on machine operator's rates, information such as the following should be obtained:

1. Is the operator merely a feeder, or is he required to make his own set-ups?
2. Is this a long-run, where the operator works on the same part most of the time, or is it a series of short-run jobs where the operator must have considerable flexibility?
3. What tolerances are required?
4. What is the "scrap hazard" on the job? In other words, if the operator scraps a job would it entail a loss, in materials and labor of \$.50 or \$50.00

And on the average earnings figure, you probably will want average hourly earnings, both straight time and overtime. Published wage surveys also can be most helpful.

At the time you get your comparative rate figures, be sure to find out and record the date of the next wage negotiations, as well as whether or not they are subject to automatic escalation. Few things can be as disturbing as finding that the figures on which you are basing your wage negotiations have become obsolete.

You now have collected most of the information and opinions you need to start negotiations.

II. Adopting Negotiating Policy

Each member of your negotiating team can do a better job if he knows in advance what he is expected to accomplish, and how he is expected to accomplish it.

The objective of most negotiations is to accomplish a satisfactory working agreement with your union. Obviously, in order to secure such an agreement, it will be necessary for you, eventually, to secure an agreement of the members of the union's negotiating committee. One method of doing this is to work toward the kind of agreement you feel is essential instead of being forced into the defensive position of working against the type of agreement the union might present. To do this, as I see it, you would want to do the specific things that not only would make the type of agreement you want possible, but would also avoid doing things that would prevent reaching an agreement on the type of contract you wish. One means of doing this would be to follow sound positive bargaining principles in all of your contract negotiations. These principles, basically, are the following:

A. Assume a positive bargaining attitude.

For example, at the outset of the negotiations, management spokesmen could make a statement somewhat like this: "We are all

here, both the company and the union, to do what is fair and right and in the best interests of the employees of the division. The company gives its assurances now that it will do its part; by the same token, it will expect the union to do its part." With this approach, we can start out by reaching agreement with the union at least on one point right at the outset. We want to get the union into the habit of agreeing with us, and a sound and positive bargaining attitude will help toward accomplishing that. On the other hand, if we should take the attitude, "I won't do anything until you force me to," the union will be sure to generate enough pressure to force you to do a lot of things. That is a natural human reaction and the union representatives are just as subject to natural human reactions as anyone else.

B. We must recognize the point of view of the union bargaining committee.

The local union bargaining committee is a group from which we eventually will have to secure an agreement. If we ignore them or if we take action which ignores or discredits their intelligence or which assumes dishonesty or lack of sincerity on their part, we will have a difficult time later when we try to get them to accept our own point of view.

C. If we are to get the union to agree with us, we have to get the members of the bargaining committee to change their original opinion.

In order to get the members of the bargaining committee to change their opinion, we must do three things: First, we must recognize their opinion and let them know that we do. This was covered in B. Second, we must recognize the probable sincerity of their opinion and let them know that we do. This also was covered in Item B. Third, we must figure out a means satisfactory to them to have them accept another opinion in place of their original one. To do this we have to provide the members of the union bargaining committee with sufficient information and sufficient ideas to permit the members to sell ideas to the membership in general.

D. As we conduct our negotiations we must keep in mind that what is perfectly logical to a person with a management background might not appear at all logical to a person with a union background.

We must use examples that the union can both understand and accept. We must use illustrations that are within the range of knowledge and experience of its representatives. There are a number of fields in which the basic union training is the exact opposite of management training. One example is on the subject of corporate finance and the retention of a portion of profits for improvement and expansion. We must accept it as a fact that the union will not and is not permitted to agree with what we understand as sound principles on this subject. So, on this and any other subject where

there would be basic disagreement or automatic lack of understanding it would be wise to switch the discussion by a statement similar to the following: "We could probably argue about that point all day and neither of us would convince the other, so let's agree that we disagree on that point and pass on to something else. The objective in this meeting is to reach agreement so let's talk about the things on which we can agree rather than waste our time where we know we cannot agree."

E. On the points where we wish to reach agreement, point out the similar things.

If the point is one where it is important that an agreement be reached, it would be wise to search the union's proposal and investigate the union's thinking in an effort to find some point or principle on which the union and the company can agree, at least in principle. Sometimes it can be pointed out: "Evidently we are practically in agreement on principle on this matter and our differences are only in matters of words. Now let's see if we can work out a set of words that expresses our agreement properly."

F. On points where we wish to avoid agreement, point out the differences.

Agreement is impossible if the differences remain in the forefront of the discussion. If confusion results from the emphasis on differences we should keep in mind that this should not make us deviate from our positive bargaining attitude.

G. On points where agreement is desired, bring about a clear understanding of the point involved.

In bargaining with the union, clear logic can be an important factor. The clear logic should be established early in negotiations and referred to time and time again as the negotiations continue. The repetitive value of restatements of the clear logic of the situation is of utmost importance.

H. In bargaining attitudes we get in return **exactly** what we give.

If we "try to put something over" on the union committee we can expect the union committee to try to put something over on us. If we misrepresent a situation to the union committee we can expect the union committee to misrepresent situations to us. If we start indulging in personalities or abuse or name-calling, we can expect the union committee to likewise indulge in personalities or abuse, or name-calling. If we start shouting or get excited, we can expect the union committee to shout back and also get excited. By the same token, if we make sure that we are honest, sincere, fair and calm in all of our dealings with the union committee, we can expect that they will be more apt to respond by being more honest, sincere, fair, and calm in their dealings with us.

I. One method of laying the ground work for securing agreement and acceptance of our points of view by the union is to personalize the things that are good and de-personalize the things that are bad.

If the members of the union committee, either individually or collectively, take an attitude or an action that is constructive, sound, correct, or good, give recognition personally to that fact. Statements like, "Joe was perfectly right when he said so and so," or, "the committee took a sound position on that point." On the other hand, if the action of the committee as a whole or any of its members individually was wrong or stupid or malicious or just plain silly and it is necessary to make reference to the subject matter of the action or discussion, make sure that no individual nor the group as a whole is charged with dishonesty and insincerity, stupidity or silliness. We can point out that an idea is unsound or a statement is incorrect without inferring that the person who expressed the idea or statement is personally responsible for it.

J. We must keep putting the burden of proof on the union.

In cases where the union is asking for a change in the contract, insist that the union prove its point.

Point out that they have to convince us that the change is good, proper, is workable, and fair from the viewpoint of all parties concerned. Unless and until the union has proven its point there is no basis for agreement with the union on it. If the union has a point that has merit, the effort of the union to prove its point will provide, in many cases, the reasons why agreement should not be reached on the point. In many cases where the union is given a free opportunity to accept the burden of proof, the union representatives will eventually convince themselves that their idea had little or no merit in the first place.

K. Ask questions that cannot be answered by either yes or no.

Questions like, "why do you think this is so," or "how do you think that would work out in practice", or "what is the reason for making this request?" plus a whole variety of questions based on the "who, what, where, when, why, and how" questioning technique can be helpful in developing discussion in a constructive way. In many cases it permits the union to make a statement which can later be quoted by the management group in summarizing a position opposite from the union's original position.

L. Keep negotiations moving and to the point.

When negotiations start to drag, the management negotiators can do a variety of things to keep them moving toward the eventual objective which is agreement. If the negotiations strike a snag on some particular point, it might help after sufficient discussion had been had on that point to say, "Let's agree that for the moment the union and the company are in disagreement on this particular point. We have dis-

discussed it fairly fully and it is apparent that we are not going to be able to reach an agreement on the point today, so let's pass that point temporarily and take up the next subject which is --". If during the negotiations the union starts going off on tangents or discussing unrelated subjects, one may say, "That all may be interesting, but it does not seem to be helping us get any closer to an agreement on this subject. Our purpose in being there is to reach an agreement. Let's concentrate on the things that will help us reach agreements and save time by eliminating from the discussion all those things that will keep us from reaching an agreement."

III. Planning Your Negotiation Sessions

In following the foregoing policy, your work can be more effective if you plan in advance a constructive program of action.

One of the most effective ways to do this is to list carefully the things you want to accomplish in the negotiations, and then follow through on your plan to make sure that as many of them as possible are actually accomplished.

A sample outline of an overall pattern that might be followed could be the following:

First negotiating session:

Purpose: To establish bargaining climate
 To establish foundation of principles
 To establish bargaining schedules
 To establish bargaining routines
 To receive union proposals

Second negotiation session:

Purpose: To clarify intent of specific union demands
 To establish basic principles of each demand
 To draw out, for the record, union arguments for each demand
 To avoid revelation of company position on any demand

Third negotiation session:

Purpose: To lay foundation for company counter-proposal
 To switch discussion from union proposal to company counter-proposal

Succeeding Bargaining Sessions:

(a) Initial discussion of specific contract clauses-

Purpose: To lay foundation for company position
 To find points of agreement in principle

- To establish for the record agreements in principle
- To secure concurrence on idea of redrafting to reflect points of agreement
- To draw out union on points in disagreement to find basis for counter-arguments
- To secure agreement on acceptable clauses

(b) Second discussion of specific contract clauses

- Purpose** To secure agreement on counter-proposals
 To eliminate from negotiations items that are:
- (1) impossible to agree on
 - (2) unnecessary
- To defer discussion on items that might create an impasse, before impasse is reached

To make sure that this overall outline is accomplished, you would want to prepare in advance a careful agenda for each negotiating session to make sure that each point you want established becomes firmly established. For example, in preparing for your first session with the union, you might wish to work out in detail the following points in order to establish a solid background of principles on which the balance of the negotiations could be based:

A. Your First Session

1. Establishing Bargaining Climates:

- a) There are two ways negotiations can be conducted; both sides can come out swinging, and fight from beginning to end, or both can conduct themselves as reasonable individuals and work sincerely to reach a mutually satisfactory conclusion.
 - 1) Secure agreement on sincere, calm approach
- b) The purpose of negotiations is to reach a mutually satisfactory agreement.
 - 1) Secure agreement on elimination of any discussions that do not lead toward reaching a mutually satisfactory agreement.
- c) It is important that both sides have the same understanding of each clause agreed to.
 - 1) Secure agreement on the advisability of each side understanding:
 - (a) The purpose of the clause
 - (b) The effect of the clause
 - (c) The mechanics of carrying out the clause
 - (d) The meaning of the clause
 - (e) The fairness of the clause
 - (f) The workability of the clause

2. Establishing Foundation of Principles

Collective bargaining breaks down frequently if either party overlooks the fundamental principles which create good industrial relations. We already have agreed on some of those principles: the agreement must be fair: it must be workable; it must be understandable. Secure agreement that a few more of these basic principles be agreed to, so that as negotiations progress, both sides will have a set of principles as a guide during the negotiations.

- a) Favoritism toward one person is discrimination against another
- b) The agreement must be utterly realistic, in keeping with the needs of the employees
- c) The success of the employees and the success of the company are inter-dependent
- d) There must be mutual good faith throughout the negotiations, and the actions of both parties must reflect that good faith.

3. Establishing Bargaining Schedules:

- a) Point out that proper negotiations require that each party have sufficient time to collect the facts necessary for sound negotiations; to secure opinions and judgment of others; and to analyze all of the factors properly before any final position is taken.
- b) Point out that the management group has duties to carry out in connection with running the plant, in addition to participating in negotiations.
- c) Point out that the negotiation schedule must be practical to provide two things:
 - a) Conclusion of negotiations as soon as practical;
 - b) Provide each side with sufficient time between negotiating sessions to give proper study and attention to the important matters to be agreed to. This can be done by holding the first two or three sessions a week apart, later sessions twice each week.
- d) Suggest limitation of hours of sessions

4. Establishing Bargaining Routines

- a) Point out that agreement already has been reached on a number of principles that the company and union has agreed to follow, and recommend that the routine established for conducting the negotiations follow those principles.
 - (1) Secure agreement.
- b) Point out that to follow those principles it is essential that both sides explore fully the following:
 - (1) The purpose of each clause or proposal
 - (2) The effect of each clause or proposal
 - (3) Make sure that both sides have the same understanding of the full meaning of each proposal, and counter-proposal

- C. Recommend that the following routine be followed:
 - (1) Union presents its proposal
 - (2) Company to study union proposal, between now and next meeting
 - (3) At the next meeting have company review union proposal with union committee for the purpose of understanding each portion of it.
 - (4) At following meeting have company submit complete counter-proposal, reflecting as much as can be readily agreed to of the union's original proposal.
 - (5) Commence actual negotiations.
- D. Recommend that all agreements reached during negotiations be tentative, subject to the reaching of a full agreement, and subject to ratification by the union membership, on the one hand, and the General Manager on the other.
- E. Recommend that in negotiating any clause the following steps be taken:
 - (1) Basic agreement on principle involved.
 - (2) Redrafting language, if necessary, to reflect clearly the specific agreement.
 - (3) Reaching an agreement on language
 - (4) Initialing or signing each paragraph as agreed to
- F. Recommend that contract clauses be discussed in the order they appear, with the understanding that for the first two run-throughs either side may ask that discussions on any specific paragraph be deferred until a later date.
- G. Suggest that the above procedure would permit settling of all but items of major contention.
- H. Suggest that after the second run-through, the remaining paragraphs be discussed fully, and agreed to to the extent possible. If early agreement appears unlikely, the subject matter then could be temporarily passed again, while negotiations take place on another item.
- I. Suggest that this procedure be repeated until all items are agreed to.
- J. Suggest that after all items are agreed to, final and complete drafts be signed by the company and by members of the committee, such signatures to be subject to ratification of the membership.
- K. Secure and record agreement on bargaining routine.
- 5. Receiving Union Proposals

- (a) Thank the committee, and point to the agreement reached on studying the union proposal.

When your agenda has been prepared, let each member of your management negotiating committee have a copy, so that the participation of each member will be directed toward accomplishing your objective

for that session. Teamwork in the presentation of the company's position, with several different management representatives participating in a coordinated manner, is more effective with the union committee than a solo participation by the management spokesman with the other members of the management team merely sitting as observers. If each member of the management team knows precisely what is to be accomplished he can restrict his participation to those comments which will help in the accomplishment.

In preparing your agenda, when you come to a particularly important point, you might wish to work out carefully the words you will use to put the point over, so you can be sure to do it in the most effective manner.

B. Your Second Session

The purpose of the entire second session is, as outlined, four-fold. It is the one in which you determine exactly what the union's thinking is, on an overall basis. You draw out from them what they hope to accomplish in the negotiations. You can get, even at this point some sort of a "feel" as to the importance of each of their specific demands from their point of view, and you get the basic line of their arguments. This information is necessary before you can accurately appraise the weight of their demands, reach an equitable decision on your ultimate position, and prepare for a successful resistance to those portions of their demands that you could not under any circumstances agree to.

Your agenda for this second session depends on the content of the union's proposal. Each change in the present contract, and each new demand should be covered in your discussion. Prior to this session, of course, you would have compared the old agreement with the new proposal to highlight these changes, to make sure that all of them are covered.

You might wish to make clear to the union committee that this session of the negotiations is an effort to help you find out exactly what is meant by each of the union proposals; that you naturally have not made up your mind what your position is going to be on any of them; and that you want to make sure you understand each of their proposals before you make up your mind.

C. Your Third Session

This is the most important session, for it is designed to put you in a favorable position for the balance of the negotiations. You will want to do your actual negotiating from your own draft, rather than from the union's. Many of the union proposals that were thrown in by the union purely for bargaining purposes, and in which they actually have no real interest, can be dropped from the negotiations by this device. Items which remain in the draft used as the basis for negotiations cannot be put back into the draft, except by mutual agreement. So as you start your negotiations you want to

include all those paragraphs in which you are particularly interested in having a part of the final agreement, and you want to exclude all those paragraphs which you do not wish to have in the agreement.

In order to get the union to start negotiations from your draft, rather than from theirs, some preparatory work has to be done. Much of the ground work already has been accomplished in your second session, for it was in that session that you explored the merits behind each of the union proposals. In order to complete the preparatory work you might wish to follow this type of approach:

1. Point out that the company has studied the union proposal and has given consideration to the union's position, and reasons for taking that provision, on each of its proposals.
2. That there are some of the union's proposals that the company can go along with, and that those proposals are included in the company's draft.
3. That there are some other proposals by the union that the company feels they can go along with in principle, but that the company feels the idea can be better expressed by different language, and that different language is included in the company draft.
4. That there are some improvements that the company feels are important from the company's point of view, and that these proposals are also included in the company draft.
5. That there are some of the union proposals that the company believes were not particularly important from the union's point of view, some of them put in just for bargaining purposes, and some with which the company could not agree. Those items have not been included in the company draft.
6. That all of the matter included in the company draft is in keeping with the basic principles that the company and the union agreed on in the first session.
7. That before the company and the union get into the detailed negotiations of the specific paragraphs covered, the union will want to study them carefully. The company wants to make sure that the union has full opportunity to know the purpose of each of the changes; it will, of course, want a little time to go over the company draft.
8. Suggest an adjournment for several days to give the union a chance to study the proposal, and to see the extent to which it meets the union's announced objectives.

D. Subsequent Sessions

From this point on, the real negotiations start. To assure the company of achieving as much as possible of its objective, carefully prepared agenda for each session can be most helpful.

If you refer back to the outline under "succeeding bargaining sessions," above, you have a guide for preparing your agenda. Your agenda will include statements or comments to be made to accomplish each of the six different purposes outlined, with respect to each

contract provision. You also will wish to prepare your responses to questions or statements that you know the union will bring up.

As you are preparing for this phase you will want to keep three things in mind and at hand for ready reference: (1) The suggestions of your supervisors with respect to that specific provision; (2) Clauses in other contracts that you marked OK as you analyzed them; and (3) The bargaining principles which will help you get your ideas across, as outlined above.

You will note that in both the initial and subsequent discussions of specific contract clauses care is taken to avoid creating an impasse. This is to permit agreement on as much of the contract as possible before coming to the point of impasse.

Before you reach any point of impasse you will want to make sure that your position is sound, and one on which you will want to stand. You also will want to make sure that you have stated your position clearly, and in a manner that the employees not only can understand, but will accept as being fair and reasonable. And wherever you have a telling argument or reason for maintaining your position on any point, make sure that this argument or reason is repeated many times for emphasis.

1. Make Union Take Burden of Proof

Throughout your negotiations you will want to take the position that it is up to the union to convince you that its position is correct. Unless and until it can convince you that its stand is fair, equitable, proper and necessary, your stand is the prevailing one.

It is not necessary to convince the union that you strongly oppose its proposals; you are on the defensive when you do that. And the union is not at all impressed by your strong opposition. But you can maintain the position that they have failed to convince you of the merits of their case, up to the point that they actually do convince you. And before that time occurs, you probably will be able to get them to amend their proposal in a manner that would be satisfactory to you, or to withdraw it completely.

It is during this process that the principles on which you reached agreement with the union in the initial session can be utilized most effectively. When you reach this point you will want to recheck those principles to find the ones that will bolster the position you have taken. You can maintain a stand on any one or more of those principles far longer than you can on your own opinion--particularly when the union holds an opposite opinion.

2. Keep Your Supervisors Informed

As you proceed with your negotiations, you will want to keep all of your supervisors currently informed on the negotiations. This is done for two specific purposes: (a) It gives them a better

understanding of what each contract clause means, and the reason for it being in the union contract; and (b) It gives them an opportunity to correct any misstatements that might be made by the union with respect to any condition or situation which might come into the discussions in support of or in opposition to, any contract proposal.

One method of keeping the supervisor informed is to provide him with copies of the minutes of the negotiations. If the minutes are properly and accurately kept they can be of great value, not only during the negotiations, but also at a later date when any question comes up as to what was intended to be covered by any contract clauses.

To keep the minutes most effectively they should be concise, factual, and completely without expression of opinion of any sort. They should include the proposals and counterproposals of either side; the arguments for and against by either side, and the conclusions reached.

It should be reemphasized that the minutes must be completely unbiased and factual. They should be such that if the union asked for copies of them, the copies could be provided, and the union would have to agree as to their fairness and accuracy.

E. The Last Day of Negotiations

Normally after agreement has been reached on practically all of the contract there are two or three paragraphs remaining for settlement.

What you probably will want to do is to be able to secure the signatures of the union negotiating committee almost immediately after agreement has been reached. This requires some advance planning and some work. Many companies, at this point, type up signature copies of a final draft, leaving the date blank, and leaving the unresolved portions of the agreement either blank or in the form that the company wants in the final agreement. Where the latter is done, all that is left is a selling job to sell the union on the contract as written. Where the pages are left blank in those spaces, all that is needed is to have the language typed in after agreement has been reached. A typist should be kept nearby to do the typing.

Should the union object to signing the contract after negotiations have been concluded on the basis that the contract is subject to approval of the international and subject to ratification of the local union membership, provision can be made to have the following line included as the last line of the contract: "Signed subject to ratification by the employees."

Should the union again point out that approval of the international is needed, you can point out that if the union wishes to secure that approval before calling a ratification meeting, the union has that privilege: but the company would not attempt to interfere with internal union affairs.

CHECKLIST FOR NEGOTIATORS

From a professional negotiations service for school district officials comes a list on ten common school board mistakes in collective bargaining with teacher organizations, outlined by Dr. Joseph A. Igoe, executive director of Thealan Associates, Inc., of Albany, New York, to the annual Negotiators Training Institute sponsored by the Nebraska School Board Association last January.

Dr. Igoe frames the most common school board negotiators' mistakes in terms of "do's and don't's": do cost an item before accepting it, test alternative proposals, delay the "best" final offer, and focus on the board's proposals, don't count on teacher loyalty, placate the union, meet too frequently, negotiate "piecemeal," let one school official monopolize negotiations, or use union documents during bargaining.

Herewith are the ten common mistakes school board officials make in teacher negotiations, according to Dr. Igoe:

1. Misjudge Loyalty of Staff

Teacher loyalty is to their union, not to their employer school board. Failure to accept this fact of life leads some board members to say, "Our teachers will accept our last, best offer." or "Our teachers will not go on strike." Beware of this attitude. It will eventually work to the district's disadvantage in negotiations. The teacher's loyalty is to their peer group, not their employer.

2. Need to Placate Teachers' Union

Basically this mistake stems from a fear of the teachers' union. Board members who attempt to cater to the union and always think and act in terms of the effect upon the teachers' union do their district a disservice. The mistake is that the "good guy syndrome" will soon expire, and the reality of the adversary nature of the negotiations process will eventually set in. Look long range. You will never be able to give enough to satisfy the union completely. When you do, the union has no reason for being.

3. Need to Meet

This mistake is similar to the previous one. The mistake is meeting too often. Progress in negotiations is not a function of time spent at the bargaining table. The timing and frequency of meetings is an important piece of bargaining strategy that should be used to the district's advantage. Too-frequent meetings indicate a lack of firmness.

4. "Piecemeal" Negotiations

The mistake in piecemeal negotiations is approaching each proposal as a separate item and trying to finalize the proposal in isolation.

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By use of this procedure you will soon run out of things to give-- and still not have an agreement. The better procedure is to deal in "packages" and trades instead of single items. Never make a concession without getting something for it.

5. Inadequate Cost Analysis

This mistake is a failure by district personnel to develop adequate and accurate cost figures for the various teacher organization proposals. District negotiators must know the cost of increasing the salary by various amounts, increasing the schedule in an across the board dollar amount or by a percentage, and many other variations that are possible outcomes of the bargaining. The point is that the district should know in advance the exact cost of any item before it agrees to the item. However, as a negotiations tactic district negotiators should also obtain cost data from the teacher negotiators. The failure of the teacher organization to cost their proposals is a sign of laziness as well as an indication of low priority for such proposals.

6. Unprepared For Alternatives

Much of negotiations constitutes a search for acceptable alternatives. Seldom is either party going to get its way completely. Recognizing this in advance, a well-prepared negotiator will have tested possible alternatives with the school board so that when an acceptable alternative is developed at the bargaining it can be pursued. He even writes out the precise alternate language in advance so that he won't fumble when the right time comes.

7. Run Around Own Negotiators

Almost every district has some official--be it superintendent or school board member--who thinks he can negotiate better than the designated district negotiator. Consequently, when the going gets rough he attempts to settle the negotiations on his own by meeting with the teacher organization president and making a new offer. This hero negotiator seldom is successful. He works to the disadvantage of his own district by displaying softness and by raising the ante. And even if he is successful and settles the contract, he has taught the teachers that negotiations do not get settled until Mr. Bigshot steps into the picture--a frightful negotiations legacy.

8. Premature Best Offer

This is probably the most common mistake made by inexperienced school board negotiators. There is a right time for an offer--especially your best offer, and it certainly is not the first or second meeting. Both sides have the need to feel they have been through the process. Don't try to deny the teachers this need by a "best" offer too early in the process. More important, the premature "best" offer seldom settles and a skilled teacher negotiator will be able to extract more concessions from the district. Remember, the later the offer, the more it is worth.

9. Focus On Organization Demands

This mistake here is giving too much credence to the organization's proposals by constantly focusing upon them. Just because the organization has presented a 50 page proposal is no reason to use that document as the basis for all discussion. After a few meetings try to switch the focus to the district's offer--or to the district's package of proposals.

10. Use of Teacher Organizations Documents

This mistake is an outgrowth of #9. Don't use employee organization documents, use your own. This is especially useful as you attempt to finalize the agreement. Tape up a proposed memorandum of agreement that includes everything agreed upon and offer it to the teachers. Thereafter focus on the proposed memorandum rather than upon the original set of proposals.

THE LEGAL FRAMEWORK OF COLLECTIVE BARGAINING
IN THE PUBLIC SECTOR

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The prospect and actuality of collective bargaining in the public sector has long been a source of controversy. Until the last two decades, it was resisted successfully by public employers, while public employees sought to achieve job protections and to enhance their benefits through the enactment of civil service laws. In recent years, however, the predominant thrust of public employees has been to seek protections and benefits through collectively negotiated contracts rather than through the further proliferation of civil service statutes and rules.

The initial breakthrough occurred in 1954 when Mayor Wagner of New York City promulgated an order that gave to city employees the rights of organization and representation. It authorized the establishment of joint labor-management committees to meet and consider mutual problems in the field of labor relations. The first representation election was held in 1955. In 1959, Wisconsin enacted a statute applicable to municipal employees, including teachers, which authorized their organization. That statute amounted to a declaration of policy, as it contained no enforcement procedures. The Wisconsin statute was amended in 1962 to empower the Wisconsin Employment Relations Commission to protect the representation rights of employees and to assist in the resolution of impasses. President Kennedy's Executive

Order 10988, issued in 1961, was a major step. Although the negotiations rights that it was granted were rather limited, its application to the vast federal civil service was a catalyst for further developments at the state and local levels. In 1965, Michigan extended the rights of representation and negotiations to all public employees other than those in the service of the state and it established machinery for the protection of those rights. Two years later, New York State enacted its Taylor Law, which covered all public employees, including those in the service of the state. Many other state statutes and municipal ordinances have followed. Their particulars vary from law to law. The major innovations have been the mandate of arbitration and the authorization of strikes. In 1968, Pennsylvania provided arbitration to resolve impasses in police and firefighter negotiations and, in 1970, both Hawaii and Pennsylvania granted a limited right to strike. Several other states and municipalities have also permitted public employees to strike and/or mandated arbitration of negotiations disputes.

The enactment of laws granting collective bargaining rights in the public sector has been condemned as being destructive of the power of public administrators to manage the affairs of government and blamed for its increasing cost. Unions, too, often disparage the laws, most of which continue the common law prohibition against strikes by public employees. Typically, they complain that the denial of the right to strike in the public sector is discriminatory and that restrictions upon the scope of negotiations are too severe. It is probable, however, that criticisms from both sides assume that these statutes have greater

influence than they do. The laws are more an effect than a cause of social development. Although it is certain that the enactment of procedures related to a social development sanctions and promotes that development, the primary function of the procedures is to provide a legal structure by which an inexorable process is fulfilled with a minimum of friction and anguish.

A statute structuring collective bargaining in the public sector has four basic elements. The first provides a framework by which representation questions can be resolved. The second fashions a format by which negotiations disputes can be resolved. The third, often called unfair labor practice provisions, police the process. The fourth, and perhaps most important, establishes an agency to administer the first three.

Representation

Invariably collective bargaining statutes assure covered employees of a right of organization. Typical of such provisions is New York State Civil Service Law §202 (GERR RF 51:4112), which provides:

Public employees shall have the right to form, join and participate in, or to refrain from forming, joining, or participating in, any employee organization of their own choosing.

The right of public employees to organize and form unions, however, does not depend upon statute. It derives from the First Amendment of the Constitution (McLoughlin v. Tilendis, 398 F.2d 287 7CA-7, 1968 7; AFSCME v. Woodward, 406 F.2d 137 7CA-8, 1969 7). Following upon the right of organization is the right of representation.

New York State Civil Service Law §203 (RF 51:4112) provides:

Public employees shall have the right to be represented by employee organizations to negotiate collectively with their public employers in the determination of their terms and conditions of employment, and the administration of grievances arising thereunder.

This right is probably not assured by the Federal Constitution. The United States District Court for the Middle District of North Carolina has upheld the constitutionality of a North Carolina Law (RF 51:4211), which provides that:

Any agreement or contract between the governing authority of any city, town, county or other municipality, or between any agency instrumentality or institutional of the State of North Carolina, or any labor union, trade union or organization, as bargaining agent for any public employees of such city, town, county or other municipality, or agency or instrumentality or government, is hereby declared to be against the public policy of the state, illegal, unlawful, and void and of no effect.

In part, the court justified its decision by pointing to the sovereign powers of a state as preserved by the Tenth Amendment (Winston Salem - Forsythe County Unit of North Carolina Association of Educators v. Phillips, 381 F.Supp 644 (1974)). On the other hand, the Florida Supreme Court has determined that the constitution of the state guarantees collective bargaining rights to public employees (Dade County Teachers Association v. Ryan, 225 SO 2d 903, 71 LRRM 2958 (1969)).

Universal in their specification of the rights of organization and representation, the statutes vary in the details specifying the manner and extent that representation rights may be enjoyed.

The most important of these details is the subject of bargaining units. A bargaining unit is to collective bargaining what an election district is to general political elections. It is the unit of employees who are eligible to vote for or against representation by one or another employee organization. Unlike general election districts, the dimensions of a bargaining unit are usually occupational, rather than geographical. Even so, it is no less susceptible to the gerrymandering that can affect the outcome of an election. Thus, the procedures and the substantive standards afforded by a statute for determining bargaining units is vital to the parties.

There are many different models in the public sector. The classical model is the one that derives from the private sector. It is the National Labor Relations Act model. NLRA §9(a) provides:

Representatives designated or selected for the purposes of collective bargaining by the majority of the employees in a unit appropriate for such purposes shall be the exclusive representatives of all employees in such a unit...(emphasis supplied)

The major factor in ascertaining whether a unit is appropriate for collective bargaining is whether the employees share a community of interest. Inasmuch as there may be different communities of interest among different groups of employees, a variety of bargaining units is possible. The desires of the employees are often the major factor in determining whether a particular community of interest should prevail.

A second model, and one applied increasingly in the public sector, is the "most appropriate unit" model fashioned by New York State's Public Employment Relations Board. The New York

statute sets forth three criteria for bargaining units (New York State Civil Service Law §207, RF 51:4115). The two most important ones are that the unit should correspond to the community of interest among the employees to be included in it and that it should be compatible with the administrative efficiency of the public employer, thus enabling that employer and its employees to serve the public. PERB has reasoned that the appropriate unit must be the one that best satisfies these two often inconsistent criteria (see Joseph R. Crowley's "Resolution of Representation Status Disputes Under the Taylor Law", Fordham Law Review, Vol. 37, p. 517 et seq.).

A third model is to specify units in the law. Thus, the Hawaii law (§89-6, RF 51:2014) designates eight units and authorizes an additional five. Wisconsin law, too, designates units of state employees (§111.81, RF 51:5811).

Antedating public sector statutes is the model that was evolved for the representation of employees of the Tennessee Valley Authority. It is a coalition model. Employees engaged in diverse occupations belong to their traditional craft unions, but are represented by an organization that is a coalition of their several unions. Prior to the enactment of the Postal Reorganization Act of 1970, employees of the Post Office Department were represented in overlapping units. There were bargaining units on the national level in which negotiations took place over national issues, bargaining units on the regional level in which negotiations took place over regional issues, and bargaining units on the local level in which negotiations took place over issues of local level importance. The New York City Collective

Bargaining Law provides a model that includes aspects of both the TVA-coalition model and the Post Office-overlapping model. Like the old Post Office model, it has three different levels of bargaining--citywide, departmentwide and local. For issues that are determined to be citywide or departmentwide, it follows the TVA model by providing for coalition of the representatives at the local unit level that comprise the departmentwide or citywide group (New York City Administrative Code §1173-4.3, RF 51:4163).

Limitations upon the scope of representation are an important part of collective bargaining laws. They are expressed in one of two ways. In some states, the public sector bargaining law is not applicable to all public employees. For example, in 1974 Indiana enacted a collective bargaining statute for teachers (§§28-4551 et seq., RF 51:2311 et seq.) One year later, it enacted a comparable statute for other public employees. Thus for one year only teachers had representation rights. Kentucky law covers policemen and firefighters of the city of Louisville only (Chs. 78 & 345, RF 51:2611 et seq.).

Usually the statute that creates collective bargaining rights excludes certain groups of employees. The Indiana statute, for example, excludes policemen, firemen, professional engineers, the faculty of any university and municipal or county health care institutional employees (IC 22-6 §1 et seq., RF 51:2316). More typically, statutes exclude supervisory and/or managerial and confidential employees. The private sector model excludes supervisory employees. Maine is one of the several states that follows this model. Its

statutory definition of the term, public employee, specifically excludes department and division heads (§962.6D, RF 51:2811; §979-a.6D, RF 51:2818). The concern underlying such a statute is that an employer requires a cadre of supervisors that is oriented to it and not to a union if it is to operate efficiently. A response has been that in government, middle management often falls between the protections of the civil service and the patronage systems and is thus most in need of union representation. To balance these concerns, Maryland law protects the representation rights of supervisory employees, but provides that no unit shall include both supervisory and non-supervisory employees (§16A and RF 51:2911). New Jersey law contains a variant compromise. It provides that, absent established prior practice or special circumstances, no "supervisor having the power to hire, discharge, discipline, or to effectively recommend the same shall have the right to be represented in collective negotiations by an employee organization that admits nonsupervisory personnel to membership...." (§34:13A-5.3, RF 51:3912).

New York is one of many states that denies representation rights to managerial and confidential employees. Managerial employees are those who influence policy or have a significant role in employee relations on behalf of the public employer; confidential employees are those who assist and act in a confidential capacity to those managerial employees who have a significant role in employee relations (CSL §201.7, RF 51:4112).

The Conciliation of Negotiations Disputes

Once the representation procedures have identified the parties,

collective bargaining can proceed. The legal framework is designed to assist the parties to reach collective agreements. Ideally, governments and their employees' unions would meet face-to-face without the assistance or intrusion of any third parties and would agree upon terms and conditions of employment. This ideal is realized more frequently than might be expected. The experience under the New York State Taylor Law through 1974 is that 70 percent of contract negotiations were settled without third party involvement. In the remaining 30 percent where the parties were unable to bridge the gap between them, the Taylor Law specifies (CSL §209, RF 51: 4116-8) three different conciliation procedures--mediation, fact-finding, and arbitration.

Mediation

Mediation is the least intrusive of the third-party processes. The mediator has no authority to impose anything upon the parties. He does not even make public recommendations that might embarrass the parties into accepting his judgment. His sole tool is his ability to persuade. His objective is to persuade the parties to reach an agreement that they are willing to live with. This does not contemplate an agreement that either side would be pleased to live with. On the contrary, if the parties could reach an agreement that would please them, there would be no need for a mediator. The mediator's function is to persuade the parties to accept that which they do not want. He does so by persuading the parties to look at their own positions more objectively than they had and to penetrate their own propaganda. He will show them the negative consequences of obduracy. His success is dependent upon his

having and maintaining the confidence of the parties. That, in turn, is dependent upon the confidentiality of the process. Notwithstanding the mediator's powers of persuasion, a mediated agreement is always the parties' agreement.

Perhaps the most misunderstood aspect of the role of the mediator is the public policy that he serves. That public policy, as articulated in the Taylor Law (§200 RF 51:4111) is that public employers and unions should enter into written agreements because this reduces acrimony in labor relations and diminishes the likelihood of strikes. The assumption that collective bargaining improves the atmosphere of labor relations can be questioned, but where the legislature has spoken, it is the function of the mediator to administer that part of the law that is relevant to his work. There are social objectives that might enjoy higher priority than labor peace, but they are not the concern of the mediator. The larger community may be concerned that public employees should not be so highly paid as to prejudice concerns of taxpayers or impair public service. The mediator is not so concerned. If town officials can be persuaded to sign a contract having such an effect, he may try to persuade them to do so and leave it to the voters to hold the town officials to account. The larger community may be solicitous of the need for public employees to earn reasonable compensation for their time and efforts. The mediator does not share this solicitude. Given the chance, he will persuade a union to reach an agreement that compromises these values and leave it to the union membership to seek more effective representation the next time. Often it is not even his concern if the terms of the agreement are of questionable legality, although it is his responsibility to at least caution

the parties that they are treading upon hazardous ground. If there is a question as to whether or not a wage settlement is in excess of national pay standards, he should leave the resolution of that question to the appropriate pay board. Similarly, it is the function of other administrative agencies and courts to protect the integrity of civil service type laws and statutes structuring the nature and functions of local government against the intrusion of contracts.

This narrow construction of the function of the mediator may strike some observers as being irresponsible. A comparable example from the professional ethics in the practice of law may, therefore, be useful. Many people are outraged at the thought that an attorney will defend an unpopular client who is charged with a heinous crime. However, the ethics of the practice of law are that the attorney is right to defend the client. It is for the jury, and not the attorney, to determine the facts upon which the defendant may be found guilty. It is for the judge, and not the attorney, to resolve questions of law regarding the offense with which the defendant is charged. Our system of justice demands that the defendant be given a fair trial. Unless attorneys are willing to leave adjudication to jury and judge and to defend unpopular clients, our system of justice will break down. Similarly, the mediator should leave to other agencies the furtherance of social objectives advanced by other laws and work single-mindedly for the achievement of negotiated agreements.

Fact-finding

Fact-finding, as provided by and practiced under most public sector collective bargaining laws, is rare in the private sector.

It also has little to do with the finding of facts. The process is related to arbitration, but has one important difference. The fact-finder's award is not judicially enforceable. It is a recommendation. Its force derives from internal and external factors. Internally, it depends upon the strength of its reasoning and the logic of its analysis. Externally, it relies upon the public opinion that a satisfied party may marshal by indicating the support of a disinterested "expert."

There is rarely any dispute as to facts. It is easy to ascertain what the employees have been paid, what employees in other communities doing similar work are paid, what other employees in the same community doing different work are paid, what the tax rates are, and what the impact of different wage levels will be upon other services supplied by the community. The real function of the fact-finder is to assign relative priorities and values to these available facts. For example, in a dispute involving town highway department employees, - what will he make of the fact that in one neighboring town similar employees are paid more, while in another they are paid less? Although most statutes contemplate fact-finding if mediation is unsuccessful, it is often useful before mediation. The impact of the recommendation is often to narrow the differences between the parties to a gap that can be bridge by a mediator.

Arbitration

Arbitration is a form of adjudication. The parties and/or the statute endow an arbitrator, or an arbitration panel, with the authority to resolve a dispute by issuing a legally binding award. Traditionally, in American labor relations, arbitration is used to resolve grievances. These disputes about the meaning

of a contract. As such, it is not very different from other forms of adjudication. An arbitrator interprets legal obligations as they are set forth in a contract. He evaluates past practices--which are often called the common law of the shop--and he applies them to the facts that are adduced at a hearing before him.

Interest arbitration, which is the technical term for arbitration to resolve a dispute as to what a contract ought to be, is less precise. Although a statute may provide standards--as the New York law does--regarding comparisons involving the nature of the employment, the need of the employees, and the ability of the public employer to pay, these standards are more subjective than are criteria available to interpret the meaning of a written contract. One of the arguments against interest arbitration is that it delegates to the subjective judgment of an arbitrator decisions that affect vital community interests which should be reserved to elected public officials. The contrary argument is that adjudication as an objective neutral is the "civilized" way of resolving social disputes and that, as we submit our other vital interests to adjudication, we ought not submit our labor relations disputes to trial by combat. Over fifteen states now impose arbitration by law, with new states doing so each year. In almost all cases it is limited to negotiations disputes involving policemen and firemen and other services that are deemed absolutely essential. Underlying all these statutes is an awareness that the mere prohibition of strikes is not an entirely satisfactory deterrent of them.

Under the New York City Collective Bargaining Law (§1173.7.0.c) and the Rhode Island collective bargaining laws (e.g., Municipal Employees, §28-9.5-10, RF 51:4813), arbitration is imposed to the full range of public employment deadlocks.

As its use in the resolution of negotiations disputes is proliferating, the nature of arbitration is undergoing a metamorphosis and disparate forms are evolving. Pennsylvania, for example, provides conventional arbitration under which an arbitrator may adopt compromise positions on each of the issues that he is asked to resolve (ACT 111, RF 51:4722-3). Some states have adopted a form of arbitration that they call "final offer selection." This process requires the parties to submit their final positions to the arbitrator or arbitration panel and limits the arbitrator to a choice of one or the other final positions of the parties. The theory underlying this procedure is that it will promote voluntary agreements by encouraging the parties to attempt to outdo each other in appearing reasonable to the arbitrator and that, before an arbitration award is issued, they will discover that they can resolve their differences themselves. Even last offer selection has variant forms. IN Wisconsin, the arbitrator must select the position of either party in its entirety (§111.77 [4], RF 51:5823), while in Michigan, the arbitrator may make a choice between the positions of the parties on each economic issue. Michigan provides conventional arbitration for non-economic issues (§423.238, RF 51:3116). The Rhode Island laws, however, which also have conventional arbitration for non-economic issues, provide that,

except for policemen and firemen, the award shall be advisory only on economic issues (e.g., Teachers, §29-9.3-15, RF 51:4186).

Another process that uses the possibility of arbitration as an inducement to the parties to reach a voluntary agreement is call "med-arb". It combines mediation and arbitration and, at present, is available nowhere except upon the consent of the parties. Several mediators who have prevailed upon the parties to grant them authority to arbitrate endorse this process. On the other hand, some observers believe that it is unwise for a single conciliator to be both mediator and arbitrator in the same case; they believe that the parties would withhold confidences from him during mediation which would diminish his effectiveness as a mediator. This criticism carries particular force should the process be imposed upon unwilling parties.

Another process would combine arbitration and strikes. If the public employer accepts an award, it is binding upon the union; if the public employer rejects an award, the union is free to strike. This procedure is incorporated into the Minnesota Employment Relations Act (§179-64 L77, RF 51:3212).

Strikes and Strike Threats

Strikes do not settle disputes, but they often impel agreement that might not otherwise occur. More important, the strike threat--fear of a strike that may occur--often induces concessions. Strike threats work both ways. It is not only management and the public that are hurt by a strike; even without the added penalties imposed by laws prohibiting strikes in the public sector, a strike imposes a hardship upon the striking employees. While they

are without work, they are also without income.

Public employees have no common law right to strike. Absent explicit statutory language, a striking employee is guilty of misconduct and may be subject to discipline. Moreover, in many states the courts are apt to issue injunctions against strikes, thus subjecting the strike leaders to additional penalties if they are found in contempt of court. Some state laws specify additional penalties. An example of this is the New York Taylor Law, which provides that a striking employee shall lose two day's pay for each day that he is on strike and that his union shall forfeit its right to have its members' dues withheld from their wages and paid directly to the union (§210, RF 51:4118-4120).

A growing number of states have enacted laws permitting some public employees to strike. Among the first to do so were Pennsylvania (§1003, RF 51:4716) and Hawaii (§89-12, RF 51:2017). All statutes that permit strikes impose prior dispute resolution procedures such as mediation and fact-finding and require that these procedures be exhausted before a strike is authorized.

Unfair Labor Practices

Not all public sector collective bargaining laws contain unfair labor practice provisions. Where present, they serve the important function of policing the conduct of the parties as they engage in the representation and the negotiations processes. Essentially, three kinds of impropriety are policed by unfair labor practice procedures. One standard unfair labor practice is designed to prevent coercion or discrimination of an individual employee by either

his employer or by a union. This protects the right of the individual to join, or to refrain from joining, any union. An exception to this that is found in a few laws permits "union security" arrangements. These may require an employee to continue to belong to, or even to join, a union. Most common in the public sector is the "agency shop" or "service fee," which authorizes a tax upon a non-member to support the union that represents him (see Hawaii Law §89-4, RF 51:2012).

A second unfair labor practice is intended to prevent domination of a union by the employer. In theory, but not in practice, a parallel provision might prevent domination of the employer by a union. In the private sector where labor relations laws first evolved, it is relatively difficult for a union to dominate the employer's internal operations. Public employers may be more susceptible to domination by unions; government officials are elected and repudiated at the polls, and a union is often an effective power block in a general election. To the extent that this kind of conduct is controlled by statute, the controls are not found in labor relations laws. They are found in statutes like the Hatch Act (5 USC §7324) which restricts the political activities of individual government employees, and the Federal Corrupt Practices Act. (18 USC §610) which restricts the political activities of unions.

A third major aspect of unfair labor practice provisions is that they are designed to assure good faith negotiations by both employers and unions. Except where a state's public sector collective bargaining law imposes compulsory arbitration of negotiations impasses, the duty to bargain in good faith does not include a duty to reach agreement. All that is required is a good faith effort.

In the original (1935) private sector Wagner Act, no union conduct was subject to unfair labor practice control. This was changed by the (1947) Taft-Hartley amendments of the Wagner Act. The Montana Collective Bargaining Law for Nurses is still a little Wagner Act; it specifies management but no union unfair labor practices (§41-2203, RF 51:3517).

Many states use the unfair labor practice provisions of their collective bargaining laws to police conduct other than the three described above. In Connecticut it is an unfair labor practice for a public employer to refuse to seek an appropriation to fund its contract (§7-474 §b, RF 51:1615). That law also declares it to be an unfair labor practice for a public employer to refuse to discuss grievances and for both unions and public employers to refuse to comply with grievance arbitration awards (§7-470, RF 51:1612). In Hawaii (§89-12, RF 51:2018) and Wisconsin (§111.70 §3, RF 51:5818) violation of a collective agreement is an unfair labor practice. The Connecticut, Hawaii, and Wisconsin procedures are departures from the normal labor relations practice. Ordinarily agreements are policed through a negotiated grievance procedure with arbitration being the final step; the arbitration award, in turn, is usually enforced in a court action rather than through unfair labor practice procedures. Nevada (§288.270, RF 51:3716) and Indiana (§7, RF 51:2313) specify that the violation of any provision of the labor relations law is an unfair labor practice and in New Mexico (§XII) the unfair labor practice structure is used to control discrimination against the civil rights of employees. Oregon law (§243.672, RF 51:4613) specifies

that it is an unfair labor practice for a public employer to communicate with employees in a bargaining unit about matters that are subject to negotiations during the period of negotiations. Several jurisdictions, including the District of Columbia (§18, RF 51:6025) and Florida (§447.016, RF 51:1816) declare it to be an unfair labor practice for a public employee to strike.

This list of unfair labor practices is representative and not exhaustive. It demonstrates the manner, if not the extent, to which the unfair labor practice structure has been extended beyond the control of the essential elements of a system of representation and collective bargaining. Many of the specified unfair labor practices would probably fall within the scope of one of the more standard provisions, such as the one prohibiting bad faith negotiations. In most states the others are handled in statutes separate from the unfair labor practice structure. These statutes might be part of the labor relations law, as in the case of strike prohibitions, or not, as in the case of equal employment opportunity protections.

Scope of Negotiations

One of the most fascinating controversies relating to public sector collective bargaining involves scope of negotiations. This deals with the question of what the parties must or may negotiate about. Usually such a question is resolved in an unfair labor practice proceeding commenced by a charge that a party is not negotiating in good faith over a demand which that party alleges is not negotiable. Under the National Labor Relations

Act (NLRA), there is an obligation to bargain over "terms and conditions of employment". This language is not all-encompassing. There are matters that are of interest and concern to employees that do not fall within the meaning of those words. The concurring opinion in the Supreme Court decision, Fiberboard Paper Products Corp. v. NLRB 379 U.S. 203, 220 (1964) says:

It is important to note that the words of the statute are words of limitation. The National Labor Relations Act does not say that the employer and employees are bound to confer upon any subject which interests either of them; the specification of wages, hours and other terms and conditions of employment defines a limited category of issues subject to compulsory bargaining.

In the public sector, some states have accepted the NLRA model and compelled negotiations over all terms and conditions of employment subject only to such limitations as are inherent in that language. New York State was one of these until 1973 when concern over the cost of public retirement systems led to an amendment of the law restricting the negotiation of pension benefits (CSL § 201.4, RF 51:4111). In a series of decisions New York State's Public Employment Relations Board has determined that where a matter goes to the mission of the employer it is not a term and condition of employment and thus not a mandatory subject of negotiations. The board's reasoning is that, just as in the private sector it is the employer alone who decides what service or product he will produce, in the public sector it is a governmental decision whether a school district should offer additional courses or drop courses, or whether a municipality should collect refuse twice weekly, weekly, or not at all.

Absent contrary statutory language, a matter that fits within the definition of "term and condition of employment" is a mandatory subject of negotiations if, but for the duty to negotiate, it would be within the employer's discretion. This point is often distressing to employers who argue that the law has given them discretion in a certain area and that therefore they have no duty to negotiate about it. The contrary is true. Where the employer has no discretion it cannot bargain. For example, if a civil service law provides for promotion on the basis of standing in competitive examinations, there is no duty to bargain for a demand based upon seniority. It is only where the employer is free to promote whom it chooses that it must bargain over such a demand. Collective bargaining is a process by which employers share some of their discretionary authority with the unions. In some cases, however, collective bargaining agreements have been given primacy over specified classifications of inconsistent laws. An example of this is the Connecticut Collective Bargaining Law. It provides (§7-474 [f], RF 51:1616):

Where there is a conflict between any agreement reached by a municipal employer and an employee organization and approved in accordance with the provisions of Secs. 7-467 to 7-477, inclusive, on matters appropriate to collective bargaining, ... and any charter, special act, ordinance, rule or regulations adopted by the municipal employer or its agents such as a personnel board or civil service commission, or any general statute directly regulating the hours of work of policemen or firemen, or any general statute providing for the method or manner of covering or removing employees from coverage under the Connecticut municipal employees retirement system or under the policemen and firemen survivors' benefit fund, the terms of such agreement shall prevail;...

Some states have sought explicit protection for the management prerogatives of government. Pennsylvania law provides "Public employers shall not be required to bargain over matters of inherent managerial policy..." (§702, RF 51:4714). The implication of this language is that a public employer may choose to negotiate over such matters, and if it enters into an agreement covering a management prerogative, it will be bound by its contract. Hawaii law goes farther and protects employers against themselves. It provides "The employer and the exclusive representative shall not agree to any proposal which would..." and it goes on to specify management prerogatives (§89-9, RF 51:2015).

The variant language of the Pennsylvania and Hawaii statutes indicates a range in scope of negotiations. Some matters might be mandatory subjects of negotiations; others, permissive subjects of negotiations; and still others, prohibited subjects of negotiations. This trichotomy was enunciated by the U.S. Supreme Court in NLRB v. Wooster Division of Borg Warner, 365 U.S. 342 (1948). Its application to the public sector is not entirely clear. As a legal proposition it has been argued that local governments are creations of law and enjoy only such powers as are bestowed upon them by law. Thus, absent a statute specifically requiring or authorizing negotiations over a matter, it is ultra vires the power of the local government to enter into an agreement about it. In Delaware v. AFSCME Local 1725, 81 LRRM 2836 (Del. Chancery, New Castle County, 1972), the court found that the Delaware statute authorized

negotiations over a demand for health insurance but said
(at p.2838):

The prevailing rule at common law is that, absent such a statute,...public employers are without power to enter into such agreements.

More significantly, a public policy argument can be made that the extension of collective bargaining to non-mandatory subjects of negotiations subverts the political strength of special interest groups that are competitive with public employees.

Collective bargaining is a two-party process involving a union and an employer. Other interest groups are excluded and to the extent that subjects are included in collectively bargained agreements, those subjects are withdrawn from the political process which all special interest groups can influence through lobbying.

A response to this has been that public employees have a unique and greater interest in many non-mandatory subjects of negotiations than does the community at large and thus should be permitted to bargain about them. Moreover, it has been argued that all special interest groups are represented by their elected officials and that those officials can be repudiated at the polls by an electorate that execrates their contracts. The Iowa Supreme Court enunciated an interesting compromise in Board of Regents v. Packing House, Food and Allied Workers, Local 1258, 175 NW 2d 110 (1970). Endorsing the ultra vires approach, it nevertheless said:

...We can see no reason why the Regents, if they so desire, could not enter into one written contract with the union binding all members of the union agreeing to such representation as long as the

terms of the contract are within the statutory authority of the board and contains no terms of employment which could not be included in a standardized contract for individual employees...

More recently, New York State's highest court ruled that the category of non-mandatory but permissive subjects of bargaining does exist (Susquehanna Valley Central School District v. Susquehanna Valley Teachers Association, et al., 37 NY 2d 614 [1975]).

Administration of the Process

In the Caine Mutiny, Herman Wouk has one of his characters describe Navy regulations as being formulated by geniuses to be administered by morons. The description may or may not have been accurate. If it was, the process may or may not have worked for the Navy; clearly, it would not work for a labor relations agency. No matter how well-conceived and well-drafted it may be, a collective bargaining law will fail if it is not administered fairly and effectively. Contrariwise, provisions of law or regulation that are manifestly inadequate can sustain an effective labor relations program if those provisions are administered fairly and with skill and imagination.

There are various models for the board of commission administering a collective bargaining program. New York State law provides for a single, three-man board, appointed by the governor with the advice and consent of the senate. All three members of the board are representative of the public and not more than two may be members of the same political party (§205.1, RF 51:4113). Massachusetts has two separate agencies. Its labor relations

commission is responsible for representation and unfair labor practices matters, while its board of conciliation and arbitration assists the parties in resolving negotiations disputes (Ch. 150E, RF 51:3011, et seq.). The New Jersey law (§34:13A-5.2, RF 51:3912) provides for a tripartite New Jersey Public Employment Relations Commission in the following terms: "The commission shall consist of seven members to be appointed by the Governor, by and with the consent of the Senate, of which members, two shall be representatives of public employee organizations, and three shall be representative of the public, including the appointee who is designated as chairman." Like New York State's Public Employment Relations Board, the New Jersey Public Employment Relations Commission has responsibility for the state's full public sector labor relations program. The New York City Collective Bargaining Law also provides for a tripartite administering agency (§1171, RF 51:4161). It, too, is a seven-member board, called the Board of Collective Bargaining, consisting of two labor members, two management members, and three neutrals. The mayor's appointment of the labor members is a ministerial act, the actual designation being made by the Municipal Labor Committee. That committee is a multi-organizational agency of the unions representing city employees. The impartial members of the Board of Collective Bargaining are designated by the city and labor members jointly. Unlike the New Jersey Public Employment Relations Commission, there is a significant restriction upon the function of New York City's Board of Collective Bargaining. It has no jurisdiction over representation questions. They are reserved

to the Board of Certification which is comprised of the three neutral members of the Board of Collective Bargaining (§1173-5.0.b, RF 51:4164).

Each of these administrative structures have their assets and liabilities. The differences between them are not critical. What is critical is that the agency be impartial regarding those matters that come to it for adjudication, that it have no pro-management or pro-labor bias as it conciliates negotiations disputes, and that its members and staff be competent. It is essential that the agency be independent of executive control and that it be subject only to court review to assure compliance with provisions of law.

Conclusion

As assessment of the effect of public sector collective bargaining laws confronts us with the question, "Where are these laws leading us?". Any analysis of them must bring us to the conclusion that they have facilitated union penetration into the public sector and, thus, lead to an increase of public employee organization. What are the implications of this? The strike prohibition and management prerogative provisions of many of these laws have been criticized by employee representatives as being a shield which protects public employers from having to make legitimate concessions. On the other hand, the collective bargaining which these laws stipulate is criticized by management as being a vehicle which is driving governments into bankruptcy. The data available does not justify either of these judgments.

It has often appeared that the effect of the laws' enactment was profound. Benefits for public employees increased at a greater rate in the sixties than they had previously. A broader view, however, raises questions about the extent to which this phenomenon was due to these laws. Similar patterns appeared in jurisdictions that did not have comparable statutes. Public employee militancy was becoming manifest throughout the country and this militancy was fueled by and exploited economic circumstances. Among these were:

1. Salaries of public employees had been lower than those of employees in the private sector doing comparable work, so that there was room to catch up and the public was not sympathetic to the increase.
2. Teachers and some other public employees were in short supply.
3. Money was available.

Circumstances are different in the '70's and the public is resisting increases in benefits paid to public employees. What once seemed to be an elastic demand for public services and public employees has become quite inelastic; governments are curtailing services in order to save money. In some instances a "taxpayer" revolt has emboldened governments to accept and win strikes in what were previously thought to be essential services.

No event is without its effect. Enactment of collective bargaining laws in the public sector will effect short and long-term changes. It is likely, however, that the permanent changes

brought about by these laws, when tempered by economic and political power relationships, may be of less consequence than were anticipated. Whether or not this is so is an important question for research and for reflection. Even so, things in the law will serve that purpose which good laws always serve: to structure the dynamics of society and to enable the community to proceed in the direction that it is going--in a more orderly fashion and with diminished friction.

Scope of Negotiations as Viewed from Hawaii

Mack H. Hamada
Chairman, Hawaii Public Employment
Relations Board

When, through collective bargaining, sovereign states and their local governments undertake to negotiate the terms and conditions under which their public employees will work, one troublesome and persistent issue inevitably emerges. The pivotal issue is the scope of permissible negotiations, sometimes simply referred to as negotiability.

At the heart of any discussion of negotiability in public employment are certain management rights, duties, obligations, and responsibilities which public sector managers conscientiously cannot bargain away. These rights and duties issue, from (1) pertinent constitutions and statutes which have established public sector management and mandated many of its responsibilities and obligations; (2) the unique representative aspect of public sector management, the silent party to these negotiations being the tax-paying public; and (3) the relative newness of public sector bargaining which puts it on trial so to speak.

Public sector management is charged with the responsibility of establishing policy for state and local governments. Negotiability involves the extent of responsibility, and the manner by which this responsibility for policy making can be shared with public sector unions and the employees they represent.

I hope to give you an overview of the experience Hawaii has had with the issue of negotiability under Chapter 89, Hawaii Revised Statutes, our comprehensive public sector collective bargaining law which covers employees of the State of Hawaii and its four counties. The law was passed in mid-1970 and it has been my privilege to serve as the Chairman of the Hawaii Public Employment Relations Board (HPERB) since its creation.

Hawaii's law contains a section on the scope of negotiations, commonly referred to as the management rights section which, in relevant part, provides:

Excluded from the subjects of negotiations are matters of classification and reclassification, the Hawaii Public Health Fund, retirement benefits, and the salary ranges and the number of incremental and longevity steps now provided by law, provided the amount of wages to be paid in each range and step and the length of service necessary for incremental and longevity steps shall be negotiable. . . . The employer and exclusive representative shall not agree to any proposal which would be inconsistent with merit principles or the principle of equal pay for work. . . or which would interfere with the rights of the public employer to (1) direct employees; (2) determine qualifications, standards for work, the nature and contents of examinations, hire, promote, transfer, assign, and retain employees in positions and suspend, demote, discharge, or take other disciplinary action against employees for proper cause; (3) relieve an employee from duties because of lack of work or other legitimate reason; (4) maintain efficiency of government operations; (5) determine methods, means, and personnel by which the employer's operations are to be conducted; and take such actions as may be necessary to carry out the missions of the employer in cases of emergencies. (Section 89-9(d), HRS)

Section 89-9(a) provides that the public employers and unions "shall negotiate in good faith with respect to wages, hours, and other terms and conditions of employment which are subject to negotiations under this Act. . . ."

Our management's rights section is, in some areas, phrased in very general terms. In the thick of controversy it has taken the concerted endeavor of HPERB, the parties to negotiations, arbitrators, and the courts in those cases where appeals from HPERB decisions have been taken, to strike a fair and reasonable balance between the policy expressed in the law to encourage negotiations and joint decision making on the one hand and, on the other, to restrict or forbid negotiations over certain matters.

The unions have complained that the statutory limitations placed upon the scope of negotiations contradict the spirit and intent of the law which calls for "joint decision-making in administering government." They further charge that management hides behind the shield of the management rights clause to the detriment of the union's position.

These allegations are not totally unfounded. Since legislative ratification is required for all negotiated cost items, the unions are under great pressure to submit their contracts to the legislature prior to the end of the annual sixty day session which begins in February. Failing to meet this deadline would mean a year's wait for implementation of cost items.

Time spent discussing whether an item is negotiable is time taken away from actual bargaining. As one union leader declared in exasperation, "I don't want to spend two days discussing whether I can discuss something or not."

If the union feels strongly enough about the negotiability of an item, it can come before the board with a prohibitive practice charge-- a time-consuming and costly process--or it may declare an impasse over the issue thereby positioning itself for a strike. It is doubtful, of course, whether the parties can go to impasse if an item is non-negotiable.

Management, on the other hand, has time on its side: the longer it waits, the more advantageous its position may become.

The employers have defended the management rights clause on the grounds that it precludes the unions from encroaching upon rights entrusted to them by the public. They argue that to bargain away these rights would be an illegal derogation of power and that since management is ultimately responsible and held accountable for the efficient operations of government, it must have the authority and flexibility to operate its programs.

The teachers' unit in Hawaii, more than any of our other thirteen bargaining units, has repeatedly tested the management rights clause. The cases generated by their efforts have, in effect, have aided us in establishing, through board decisions, more definitive bargaining guidelines of do's and don'ts than those provided by what may believe to be the broad and vague statutory language of the management rights section.

In the board's initial decision regarding negotiability, it held that all matters affecting wages, hours, and working conditions are negotiable, subject only to statutory limitations expressed in Section 89-9 (d). At issue was the negotiability of a state-wide, average-class-size ratio. The board ruled this to be a hybrid issue in that it involved both managerial policy making with a direct impact on working conditions. In balancing the dichotomy of interests, the board decided that while a reduction in

the overall, statewide, teacher-pupil ratio was negotiable, provisions which dictated the number of teachers to be hired to implement this reduction in the ratio and the assignment of teachers to particular roles were non-negotiable.¹ This board decision, upon appeal to our circuit court, was affirmed.

In a subsequent decision regarding the scope of negotiations, the board focused on the negotiability of fixed class size and the scheduling of teachers' preparation periods. In its decision, the board ruled that the teachers' bargaining proposal on fixed class size and the scheduling of preparation periods so interfered with management's rights as to render them non-negotiable. Although, again, both proposals clearly involved conditions of employment as well as inherent management prerogatives.² HPERB's decision was appealed to the circuit court but the teachers' union failed to pursue the case and it was dismissed.

In another case, the issues were whether a provision in a collective bargaining agreement which gave senior employees preference for promotions, all other factors being equal, (1) violated management's right to promote employees and (2) was inconsistent with merit principles. The board ruled that the contractual provision was valid and enforceable. The decision was overturned on jurisdictional grounds by the circuit court and we have appealed the lower court's ruling to the Supreme Court of Hawaii.³

Also pending on appeal before the circuit court is a difficult question concerning the parameters of an excluded subject of bargaining. The facts of the case were these. The firemen's union submitted proposals in negotiations which did not attempt

¹ HPERB Decision 22, Case No. CE-05-4, 10/22/72.

² HPERB Decision 26, Case No. DR-05-5, 12/1/73.

³ S.C. No. 6119 (HPERB Dec. 56, Case No. DR-05-11, 11/26/74); HPERB Dec. 60, Case No. DR-01-10, 2/12/75).

to alter retirement system benefits or the health fund (both non-negotiable subjects), but rather sought to have the employees reimbursed for their share of contributions to these funds. HPERB ruled the proposals non-negotiable on the ground that the legislature had intended to keep full control over the subjects of the retirement system and the health fund. Here, also, the board held that the proposal for the creation of a dental plan for employees was non-negotiable since the dental plan presently provided is, by statute, part of the excluded health fund.⁴

An interest arbitrator has also rendered a decision on the negotiability of a subject. He found that a proposed contractual provision on the closing date of the school calendar would not unduly interfere with the employer's rights and was, therefore, within the scope of bargaining.⁵

A grievance arbitrator ruled in another teachers' case that the employer had violated the contract by not hiring additional teachers to implement a provision of the scheduling of preparation periods. The board had specifically declared in prior decisions that this matter was non-negotiable. Subsequently, therefore, these portions of the award were vacated by the board as being contrary to its decisions, and repugnant to Hawaii's Act.⁶

Recently, the scope of public sector negotiations under public sector laws in fourteen states, including Hawaii,⁷ was the subject of a study conducted by the Academic Collective Bargaining Information Service (ACBIS). Unfortunately, this study provides little more than a skeletal outline since it primarily confined itself to subjects which were covered by statute.

⁴Civil No. 47243 (HPERB Dec. 65, Case No. Dr-11-16, 12/16/75).

⁵Interest Arb-05-2, 8/31/72.

⁶Grievance Arb-05-7, 2/27/73.

⁷GERR No. 643, 2/9/76, P. D-1 - D-5.

In my opinion, a study which focused upon subjects actually negotiated into contracts under the various state laws would be more beneficial.

A cross-check of contractual provisions negotiated under Hawaii's law against the ACBIS list of possible subjects of negotiations produced some interesting results. I note that Hawaii has negotiated on almost all of the subjects listed in the survey.

Wages

In the area of wages, most of the exclusive representatives have followed the private sector by including within the definition of "wages" holiday pay, shift differential pay, and the amount of compensation in incremental and longevity salary steps.

The unions have not yet successfully negotiated into their contracts parity of wages among units. We anticipate dealing with this issue in the near future since it was recently, but unsuccessfully, a subject in negotiations in the form of a "favored nations" proposal. The issue of the negotiability of parity looms as a particularly difficult one for interpretation. In a decision by the Connecticut State Board of Labor Relations, that board was of the opinion that the city's agreement to the firefighters' proposal of parity with the policemen unduly encumbered the bargaining ability of the policemen since the employers would be more reluctant to confer benefits on the policemen due to the automatic doubling in the cost of benefits.⁸ Therefore, the matter was ruled to be non-negotiable. This decision is particularly significant in that it considered the effect of a contract negotiated by one union for one group of employees on the bargaining positions of other exclusive representatives--a factor not yet dealt with in Hawaii.

⁸ Council of State Government, Public Sector Labor Relations: Recent Trends and Developments (Lexington, Ky, 1975) p.27.

Hours of Work

Unlike wages, hours of work and workload have been much more difficult for the unions to negotiate. Management has objected to many of the unions' proposals, with the exception of those defining workday, and the posting requirements of work schedules.

During early negotiations under the Act, the employer rejected the teachers' union's proposals on class size, preparation periods, workload, and work schedules on the grounds that they were non-negotiable. Although these issues were subsequently negotiated in one form or another, management did so with much reluctance.

Employee Perquisites

The parties have bargained most freely in the area of employee perquisites. In addition to the more common provisions pertaining to sick leave, vacation, leaves of absences, and personal property reimbursement contained in virtually all of the contracts, the parties have also agreed to a number of unique provisions which have broadened perquisites. For instance, under their contracts, teachers and policemen are permitted two days of personal leave, and professional and scientific workers are allowed time off with pay to donate blood. Other provisions have expanded the employer's responsibilities into new areas such as the transportation provision of the non-professional hospital workers' contract, which requires the employer to maintain in safe condition a trail which is used by employees walking to and from Kalaupapa, the isolated leprosy settlement on the Island of Molokai.

In many instances, the benefits conferred upon the bargaining unit employees exceed those which are granted by statute to other public employees since, under our law, collective bargaining agreements supersede all conflicting statutes, rules and regulations, personnel policies, and executive orders, and are subject only to the limitations expressed in Chapter 89.

At this time, the negotiability of life and medical insurance hinges upon the outcome of the board's decision on dental insurance which, as I mentioned earlier, is

on appeal in the circuit court.⁹

Personnel Policies

The unions also have been able to negotiate extensively on matters relating to personnel policies. The teachers, especially, have negotiated on a wide variety of subjects, such as academic freedom, student discipline, in-service training, and personnel records.

Most of the contracts contain provisions which afford the employees protection from actions taken against them during the course of employment. The employers are prohibited from inserting any derogatory material in a personnel file without first having given the employee an opportunity to read it and to submit explanatory remarks. Also, under several contracts, the employer is required to provide legal counsel in the event the employee is sued for acts occurring in the performance of his work.

Most of the contracts also include provisions which relate to the status of the employee, such as probationary periods, tenure, and seniority rights. In many instances, the contracts are very specific as to the manner in which creditable service is to be computed for seniority. Occasionally, contracts have incorporated statutory provisions and rules and regulations relevant to the subject.

Many contracts include provisions which circumscribe the employees' duties and responsibilities so that they cannot be required to perform other duties and assume additional responsibilities. The teachers' contract is particularly explicit as to duties and responsibilities.

Still to be resolved is the negotiability of matters concerning standards of employee performance and the standards for recruitment of new employees.

Institutional Questions

The issues on which the contracts are most often silent concern the subject of institutional direction. Contractual provisions in this area generally require the

⁹ Civil No. 47243.

employer to act in a reasonable manner in carrying out decisions rather than to relinquish managerial responsibilities. For example, although the final decision to lay off employees is clearly the prerogative of management, most of the contracts require the employer to discuss plans for layoff with the affected union prior to implementation and to follow a certain order in which employees are to be displaced.

The exclusive representatives have been able to make minor inroads into areas traditionally regarded as the province of management through such mechanisms as statutory "meet and confer" requirements and negotiated joint committee arrangements. "Meet and confer" provisions incorporated in the contracts are actually reflections of the consultation requirement imposed by statute. This consultation requirement mandates the employer to consult with the exclusive representative on matters affecting employee relations and extends beyond the scope of bargaining.

As with the "meet and confer" provisions, the unions have been allowed to have some input with respect to the establishment of joint committees in contracts. Joint committees on the scope of negotiations, class size, and workload have provided a mechanism for the unions to act at least in an advisory capacity in some of the gray areas in which management has been reluctant to enter into negotiations. To be sure, the authority vested in these committees is only advisory; nevertheless, they do allow employees an opportunity to express themselves which can make for better employment relations.

In general, the employers and the unions seem to be in agreement that certain rights inherently belong to management. Even the teachers who have pressed management for greater participation in the decision-making process in their campaign to attain professional autonomy recognize that there is a demarcation between management rights and employee rights. The dispute lies as to where the line lies.

In an unusual case where the dispute was over whether teachers who are department heads and grade level chairmen and who are in the unit should be included in the

process of selection of new teachers and the evaluation of fellow teachers, the union objected to these teachers' participation in these areas on the basis that divisions in the bargaining unit would result. Opting for harmony within the bargaining unit, the union wanted to concede. An interest arbitration award, however, supported management's contention that such participation was essential if management were to carry out its operations efficiently.¹⁰

Ground Rules For Negotiations

Contractual silence in some areas sometimes may be due to the inability of the parties to reach agreement or a lack of interest in the subject rather than a dispute over the subject's negotiability. In some cases, the parties may not have considered it necessary to provide explicit language for practices implicitly covered by a "gentlemen's agreement." This seems to be especially true of the procedural aspects of collective bargaining.

None of the contracts contains provisions on matters such as the release of publicity during bargaining or the use of recording devices during negotiating sessions although nothing in Chapter 89 precludes negotiating on such items. The parties seem to have reached informal understandings in this area.

Union Security

The statutory treatment of union security matters such as our mandatory agency shop provision and provisions prohibiting premature election challenges by rival organizations have eliminated, in many instances, the need to bargain over such issues.

Several union security benefits such as visitation and consultation rights and check-off privileges existed prior to the enactment of Chapter 89, and continue in effect.

¹⁰ Interest Arb-05-6, 9/1/72

Negotiated benefits primarily assist the exclusive representatives to communicate more effectively with the employees in their bargaining units through the mailbox and bulletin board and to confirm that proper payroll deductions have been made.

Conclusion

The problems we in Hawaii have dealt with concerning the scope of negotiations have not passed unnoticed by the legislature. During the recent legislative interim, a joint study was conducted by house and senate committees to explore the possibility of opening up the subjects for bargaining.

Some parties, knowledgeable in the field of labor relations, have pointed out that the unions in a sense "negotiate" on excluded subjects anyway -- substituting lobbying for actual bargaining -- to obtain benefits for the employees. It has been urged, however, that an "all cards on the table" approach would be a more realistic and efficient method of conducting negotiations. Arguably, the employers' position would actually be strengthened since they would be allowed greater flexibility for tradeoffs and be able to assess the total cost package of employee benefits instead of only that portion on which bargaining is permitted.

These are interesting arguments for loosening restrictions on bargaining. The legislature, however, upon the recommendation of both the house and senate committees, elected to leave the scope of bargaining untouched on the grounds that it would be premature at this time.

I concur with this cautious approach.

We have a structurally sound law, but even the best of laws can only provide the basic framework for collective bargaining. The attitudes and behavior of the parties concerned -- the unions, employers and administrators -- will determine whether collective bargaining will be an effective and just method of resolving labor disputes.

Probative value of the process and the most realistic approach toward the establishment of equitable metes and bounds for the scope of negotiations in the public

sector will come in time with our collective experience, imaginative experimentation, and a concerted effort by those of us involved to be open-minded and even-handed.

THE SCOPE OF NEGOTIATIONS IN THE UNITED STATES

In the previous paper Mack Hamada has discussed scope of negotiations in Hawaii at some length. The Hawaiian experience is somewhat different from the other states because Hawaii has one statewide school district. Jerome Lefkowitz discussed the legal framework of bargaining in a broader context based primarily on the New York experience. Generally in the United States the definition of the scope of negotiations involves the determination of those subjects concerning which the public employer is required to negotiate and those concerning which a public employer is not required to negotiate. The following short summary is adapted from a recent "Report to the Governor and the Legislature, State of New Jersey by the Public Employer-Employee Relations Study Commission, February 2, 1976."

The problem of scope concerns (1) the subjects on which the parties are not legally allowed to negotiate, (2) the mandatory subjects of negotiation on which the parties must negotiate if one of them wishes to do so and (3) the permissive subjects of negotiation on which the public employer may consult with the majority representative if not required to negotiate. States that have granted collective bargaining rights to public employees typically specify as mandatory subjects of negotiation "the terms and conditions of employment."

The New Jersey Employer-Employee Relations Act, for example, declares a refusal on the part of management to negotiate "terms and conditions of employment" to be an unfair labor practice. The law does not specify the subjects that are included in "terms and conditions." It requires the parties to negotiate the grievance

working conditions before they become effecton (Section 7 P.L. 1968, Chapter 303, R.S. 34:13a-5.3) The law prohibits bargaining concerning pensions and denial of individual rights contained in Civil Service Laws or regulations. The statute also provides that the negotiated grievance procedure shall be utilized, notwithstanding procedures prescribed in any other legislation.

On the other hand proponents of (free) collective bargaining, such as Wollett, argued that scope is a function of the relationship between the parties and that a bilateral determination of scope is essential to a healthy relationship between management and union.

Archie Kleingartner, restating views of a Los Angeles report, writes that there is no effective way of determining in advance and for all time the range of subjects over which parties should or may negotiate; scope of negotiations depends on the relationship between the parties.¹

Even though lack of detailed definition "terms and conditions" may result in uncertainty and a lack of uniformity, determination of scope of negotiations on a case-by-case basis is very often followed. For example, Loewenberg finds that in Pennsylvania "few consistent principles have emerged to define scope."²

A Pennsylvania legislative study concluded that the statute "should be permitted to age without premature enactment," because "it is beleived that the case law which will develop will be more helpful delineating the extent of managerial prerogatives than hasty legislative enactments."³

New Jersey and New York have drawn a distinction between provisions which are not required subjects of negotiations, and the impact of such decisions on terms and conditions of employment.⁴

One argument against broad definition of scope, without specific exclusions or inclusions, is that it would result in a wider scope of negotiations than would occur with a more specific definition. However, a statute may leave wide latitude for scope in its definition of "terms and conditions of employment" but greatly restrict scope by subordinating collective agreements to other laws.

State statutes can be classified into four categories with respect to their treatment of the problem of overlap or conflict between a public employment relations law and other legislation. The statutes of at least nine states are silent regarding the matter. Three states (see Chart 1) exclude from scope of bargaining all items that are covered specifically in the Civil Service Law. Three states selectively exclude only certain merit-related items and/or certain provisions of other laws (see especially Massachusetts).

Chart 1 which follows shows statutory provisions concerning scope of negotiations as of February 2, 1976.

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- 1 Donald Wellett, The Bargaining Process in the Public Sector-What is Bargainable? 51 Ore. L. Rev. 177, 177-182 (1971)
 - 2 Paul Prasow et al Scope of Bargaining in the Public Sector, U.S. Department of Labor, Labor Relations Information Exchange, Washington, D. C. 1972 p.52
 - 3 Joseph Loewenberg and James Klinger, "Scope of Bargaining in the Public Sector: the Pennsylvania Experience" Unpublished paper given at the George W. Taylor Memorial Conference, Temple University September 4-5, 1975, p.27
 - 4 G.E.R.R. #578 (Jan. 6, 1975) p.E-5, Bureau of National Affairs, Washington, DC

Chart 1. STATUTORY PROVISIONS CONCERNING SCOPE OF NEGOTIATIONS

as of February 2, 1976

Nature of Definitions of Terms and Conditions

Statutory Relationships of Collective Bargaining Agreement to Conflicting Law

State	management rights clause	broad definition	one or two specifications	highly specific	terms of collective bargaining agreements supercede terms and conditions in conflicting law	all terms and conditions in conflicting laws are excluded from scope	exclusion from scope of all terms and conditions in civil service law only	selective exclusion from scope of terms and conditions in civil service or other laws
California				x	x ¹			
Connecticut		x			x			
Hawaii	x			x				x
Indiana	x	x			statutes silent			
Iowa	x			x			x	
Maine				x				x
Massachusetts		x						x ²
Michigan		x			statutes silent			
Nevada	x			x	statutes silent			
New Jersey			x				x	
New York ³			x		statutes silent			
Oregon		x			x ⁴			
Pennsylvania	x			x		x		
Rhode Island		x			statutes silent			
Vermont	x			x		x		
Washington		x			x		x	
Wisconsin	x			x			x	

FOOTNOTES TO CHART 1 STATUTORY PROVISIONS CONCERNING SCOPE OF NEGOTIATIONS

¹Teachers law effective July 1, 1976, Article 1, section 3540; class size is mandatory subject or negotiations

²Massachusetts is unique in that it provides that the collective bargaining agreement will prevail over various sections of other laws (s.7), actually listing those sections.

³Excluded from scope are terms and conditions covered in Civil Service Laws but this fact is not found in the Taylor Law; it is found in the Civil Service Law.

⁴Local ordinances only.

Comments on a Behavioral Science Approach to Human Relations
Training for Professional Negotiators

The following article provides an overview of a training program designed to increase the professional negotiator's awareness of the psychological and interpersonal aspects of the negotiation process. One component of this program was conducted at the Collective Bargaining Skills Workshop in Newport, Rhode Island on April 27, 1976. This component was conducted to demonstrate the format of the training program and to increase the workshop participants' understanding of several potent psychological influencers of negotiation behavior. It focused specifically on the effects of trust and suspicion and the psychological implications of various strategies of bargaining. A fuller discussion is contained in the following paper.

Professors Bert R. Brown and Yakov Epstein of the Psychology Department of University College, Rutgers University, New Brunswick, New Jersey, conducted with the participants a simulated negotiation exercise videotaping the participants while they participated in it. The videotapes were then analyzed with the participants from various psychological perspectives. This particular simulation exercise is also outlined in the paper.

Professor Brown, together with a team of leading psychologists who are familiar with the latest behavioral science research in this area, has conducted this workshop for various government agencies (including the executive office of the President of the United States, the United States Trade Negotiations Team, the department of state and treasury, etc.), industrial organizations, and public education associations, on a contract basis over the past ten years.

The reader will quickly notice that virtually none of the source material on which the observations are based are derived from persons directly engaged in collective bargaining. The weight of the material seems to be derived from studies of conflict involving laboratory animals, college students, and the use of games equipment.

The reader is cautioned that there is a viewpoint held by respected observers of collective bargaining, not the least of whom is Professor Paul Prasow, who suggests that the concepts which are derived from the experience of students, laboratory animals, and the use of game equipment may possibly be totally inapplicable explanations for the intuitive unarticulated drives of the parties engaged in Collective Bargaining. Having mentioned this caveat it is also useful to point out that people who have participated in the simulation exercises found them to be useful learning experiences albeit they were not familiar with the literature on which the exercises were based or the empirical data from which the concepts were formulated.

A Behavioral Science Approach to Human Relations

Training for Professional Negotiators

by

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This article describes an applied behavioral science training program designed specifically for professional negotiators and aspirants to this role (Negotiations Skills Lab).⁺ The basic assumptions, learning objectives and procedures of the lab, are discussed and theoretical perspective on the usefulness of such a lab is provided. The Negotiations Skills Lab has been conducted on numerous occasions during the last decade and has been regarded as a highly effective learning device by negotiators in industry, education, community, and government agencies.

*A shorter version of this article was published in: NTL News and Reports, Vol. 4, 3, 1970, pp. 1-2.

During the last half century the role of professional negotiator has grown out of increasing conflict and a broadened conflict resolution technology. Today, a variety of organizations -- including government agencies, educational institutions, and service agencies, professional associations, labor and industrial management -- maintain staffs of professional negotiators to resolve the great number of conflicts in which they become involved. Other outgrowths of this new technology have been: (1) the development of specialized procedures, such as coalition bargaining (Schwartz, 1970) and legal dispute settlement (Walton, 1968), (2) the emergence of other specialized conflict management roles, such as mediator, arbitrator, and conciliator, and (3) the expansion of empirical research into the basic processes of conflict. All have been employed as mechanisms to cope more effectively with the complexities of conflict in our society.

The purposes of this paper are: (1) to explore some of the interpersonal problems inherent in the negotiator's role, (2) to examine the range of interpersonal skills necessary for the effective enactment of this role, and (3) to outline a behavioral science training program designed to augment the technical competencies that professional negotiators may already possess but which will not ordinarily suffice to maximize their effectiveness at the bargaining table. A central assumption of this paper is that in addition to technical information possessed by negotiators about particular disputes or areas, "interpersonal competency" skills (Argyris, 1962) are also vitally important to individuals who function in such roles. This

+Many of the ideas and procedures discussed in this paper are elaborated upon in "The Social Psychology of Bargaining and Negotiation" by Jeffrey Z. Rubin and Bert R. Brown, published by Academic Press, Inc., 111 5th Avenue, New York, New York (1975)

assumption emphasizes the social psychological aspects of the bargaining process and focuses on the need for negotiators to develop skills in this area. A second assumption is that interpersonal competency skills, specific to the role requirements of negotiators, can be explicated and sharpened through training procedures designed specifically for the incumbents of such roles.

Problems Inherent in the Negotiator's Role

One of the most profound problems commonly experienced by negotiators is related to their "accountability" to the diversity of audiences and constituencies represented in the bargaining process or otherwise subject to its outcomes. These groups often hold conflicting expectations about a negotiator's behavior and may also have conflicting preferences as to the outcome of a negotiation. When such conflicts exist, negotiators experience psychological pressures to fulfill contradictory obligations. As a matter of fact, negotiators themselves may not be fully aware of the strength and nature of these pressures and may lack full insight into their own responses to them. A central aspect of the negotiator's role, then, involves the "management" of his constituency or audience. The effective negotiator must be able to assess accurately the predominant needs and desires within his constituency and, in many instances, must be able to gain acceptance for outcomes obtained at the bargaining table when they may not exactly fit its needs or demands. Beyond accurately assessing these predominant needs he must also be able to detect and respond constructively to minority views within his constituency. Failure to resolve this type of conflict within his constituency will be

likely to lead to increased difficulty in "selling" the outcomes which he obtains and could even increase his own uncertainty at the bargaining table.

Negotiators must also "manage" themselves in the bargaining process. That is, they must be explicitly aware of their own strengths, weaknesses, preferences, and biases in order to deal effectively with the other side and with their own constituency. Lack of self-awareness may lead to irrational and/or ambivalent behavior which may be costly although unrelated to the specific dispute being confronted.

A third, though often unrecognized need in bargaining, is the management of one's adversary. A negotiator must be able to present his demands, offers, promises, threats, etc., in ways which will induce his adversary to cooperate rather than resist. Management of the adversary in these terms is an implicit and necessary condition for agreement to be reached. It is also mutual in that both sides must develop such an orientation before settlements can be made.

Finally, negotiators may become tacitly involved in the management of their adversary's constituency. This type of involvement, though not easily recognizable, occurs when negotiators make agreements among themselves to present an integrated picture of the agreements they have reached in order to keep their own public images acceptable to their respective constituencies. Here, unspoken collusion may occur between opposing negotiators to prevent their loss of status in the eyes of their constituencies. In some cases such collusion reflects a negotiator's willingness to assume a measure of responsibility for the fate of his adversary.

Another major problem inherent in the negotiator's role is related to the management of the situational components of the bargaining process. The negotiator, in addition to determining his settlement points, finds himself embedded in a matrix of situational variables (generated by the context in which the bargaining occurs) which is likely to influence the eventual outcomes profoundly. These variables include: the degree of public visibility of the actual bargaining sessions, the availability of communication channels and the willingness of the other side to use them constructively, access to third parties, time limitations, physical setting, etc. A major and complex problem for negotiators involves the coordination and use of these situational factors to enhance their outcomes and to keep the costs (short as well as long term) of bargaining minimized. Paradoxically, this goal can be best achieved through the cooperative effort of both sides, for when one side perceives itself as being at a disadvantage, resistance, leading to costly prolongation of the conflict, is likely to occur.

A third major problem in the negotiator's role is related to the extent of his familiarity with relevant theoretical and empirical developments pertinent to conflict resolution and bargaining. Frequently, the negotiator's perspective on his role-related activities is based preponderantly on personal experience within his own specialized area. He may be unfamiliar with research findings and theoretical developments--especially as these occur in fields which are foreign to him. Negotiators often function without comprehensive information about the bargaining process itself--that is, without systematic understanding of bargaining as a basic interpersonal process. For example, research into the social psychological aspects of bargaining has increased

substantially during the last decade, yet, because such information has been limited to publication in technical journals within social psychology, it has been limited to publication in technical journals within social psychology, it has remained largely inaccessible to negotiators and untapped by them. The implication of this is that professional negotiators often lack systematic conceptual framework concerning the psychological and interpersonal effects on their behavior on others as well as valid insights into their own reactions in bargaining situations.

The net result of the problems outline above is that in many instances professional negotiators, having developed implicit formulas for what they consider to be effective bargaining, find themselves locked into certain behavioral styles and motivational orientations which may be inappropriate for many of the different bargaining contexts in which they become involved.

Interpersonal Skills Necessary for Effective Bargaining

Kelley (1966) has pointed out that four major interpersonal problem areas typically exist in bargaining relationships. These problems are experienced by negotiators as the following dilemmas:

1. the dilemma of goals
2. the dilemma of trust
3. the dilemma of honesty and openness
4. the dilemma of cooperation

Negotiators must be able to set their goals on the basis of unclouded and realistic estimates of what they can attain from the bargaining. In bargaining, however, the goal attainment of one party is directly contingent upon the goals of the other. Thus is one's

goals are too demanding they are likely to be perceived as unfair and unreasonable. The dilemma in such situations is that negotiators must". . . chart a course . . . between being too tough and being too soft and settling (or being forced to settle) for less than is necessary" (Kelley, 1966, pp. 59-60). Often, negotiators' decisions about their goals are influenced by (1) outcomes obtained previously, (2) information about outcomes attained in related bargaining situations, and (3) pressures from their constituency and other "public." Resolution of the goals dilemma requires that negotiators assess the reasonableness of their own goals and those of the other party conjointly. To do this effectively they must develop valid and shared yardsticks against which to assess these goals.

The dilemma of trust revolves around the extent to which one negotiator can believe the other. Kelley says: "to believe everything the other person says is to place one's fate in his hands and to jeopardize full satisfaction of one's own interests . . . On the other hand, to believe nothing the other says is to eliminate the possibility of accepting any arrangement with him. At some point, his words or actions must be accepted as valid evidence as to his interest, break-off point, etc." (p.60) Of one wishes to determine when to believe another he must formulate criteria for acceptance of what has been said. It is important that he also test these against his own "feelings" about the other's trustworthiness. Frequently such criteria are poorly explicated and tested. Effective negotiators need to develop valid criteria for estimating the trustworthiness of those with whom they bargain. They must also develop a motivational orientation and behavioral style which communicates trustworthiness to the other side. This must be sufficiently convincing but cannot be excessive lest it arouse suspicion and/or exploitation by the other.

The third dilemma faced by negotiators is concerned with the degree of frankness and openness which can realistically be introduced into the bargaining. On the one hand being totally frank in the face of a deceptive other is likely to result in exploitation by him. Thus there are advantages to be gained from concealing information which could be turned against one. On the other hand, negotiators must be able to convince an adversary that they are being honest with respect to their bargaining positions. Thus, negotiators need to determine a point between the extremes of complete openness and total deception which will be sufficient to convince the other of their integrity while not overrevealing their preferences, strategies, etc. This point, however, is not necessarily stable--that is, it can shift over time as a function of the importance of specific issues and other variables. With far greater difficulty, negotiators must also test the openness and frankness of their counterparts and must either accept these or find ways of inducing appropriate changes. In short, this dilemma points to the necessity of accurate self-insight and constructive feedback for maximally effective bargaining to occur.

A final dilemma which negotiators often experience is that of cooperation vs. competition. How fruitful is it to seek the "lion's" share of the available resources at the expense of the other? How much stands to be lost by full cooperation to obtain an "equitable" distribution when one's own outcomes could instead be maximized by exploiting another? How does one negotiator assess whether another is cooperatively or competitively oriented? How does one gain insight into the impact of his own behavior on his adversary? Finally, how can a negotiator effectively recognize and communicate his feelings of being abused in ways which will cause positive change in another

rather than arousing further exploitation? These represent only several of the interpersonal competency skills necessary for effective conflict resolution in bargaining.

A Behavioral Science Training Program for Professional Negotiators:
(Negotiations Skills Lab)

Purposes of the lab:

The Negotiations Skills Lab is designed as an experiential learning opportunity for individuals who are actively involved in negotiation in educational institutions, community organizations, industry, and government agencies. The primary objectives of the lab are: (1) to increase understanding about the interpersonal processes of negotiation, and (2) to develop diagnostic frameworks for analysis of one's own and others' bargaining behavior. The lab focuses on:

1. strategy formulation and effective response to the strategy of the other
2. effective use of communication channels
3. the use of a threat and its effects
4. developing "social contracts" for the bargaining process
5. third party intervention
6. assessment of and reactions to feedback from constituencies
7. planning the physical and temporal features of negotiation sessions

Underlying assumptions of the lab:

1. While it is recognized that there are important differences in negotiation procedures in industrial settings as compared to community organizations, government agencies, or educational institutions, a basic assumption of this lab is that regardless of the particular organizational context in which they occur, negotiations are engaged in by individuals who can put to good use information about the basic processes involved and information about their own impact on other negotiators.
2. Interpersonal and interorganizational negotiations often become costly mechanisms of conflict resolution for negotiators as well as for their constituencies and other groups subject to the outcomes.

3. Cluster of negotiation skills may be learned by individuals and may be gainfully employed to reduce the costs which are frequently incurred in prolonged conflictful negotiations.
4. The laboratory training method is an effective mechanism for the development of such skills because of its heavy reliance upon experiential learning. Together with the incorporation of specialized structured learning materials relevant to effective negotiations behavior, the laboratory training method can be an especially powerful learning device.

Components of the lab:

The lab provides a series of uniquely structured learning opportunities including: (1) theory sessions, (2) experimental games and simulations, (3) feedback and diagnostic sessions using closed circuit videotape equipment, (4) case studies, (5) critical incidents, and (6) films of actual negotiations with "stop-action" sequences included for diagnostic purposes. The focus in each type of activity is on the process of negotiation and the behavior of individual negotiators (i.e., personal bargaining style and its impact on others).

Heavy emphasis is placed on participation in a variety of experimental games and simulations designed to provide structured opportunities for negotiating and developing diagnostic skills. These negotiation sessions are video-taped and later studied from a theoretical perspective as well as from that of personal bargaining styles. The contexts in which these exercises are conducted are varied (with or without the presence of audiences, third parties, communication channels, etc.) and the effects of these variations on bargaining behavior are explored. Many of the exercises and other activities are heavily instrumented to facilitate systematic diagnosis of feelings and perceptions. The staff of the lab provides guided observation of the interpersonal processes operative during the negotiation exercises

and other activities. Emphasis is placed on analysis of the negotiations in light of relevant behavioral science theory and research. The lab is staffed by psychologists and others who have either conducted research in interpersonal bargaining or are extensively involved in negotiation.

Interpersonal competency skills focused on in the lab:

The following interpersonal skills appear to be highly salient to negotiators and are emphasized in the lab:

1. assessing one's own personal needs as well as those of the adversary; developing insight into own reactions to the other's behavior; developing valid impressions of the other's personality
2. evaluating own strengths and weaknesses, biases, etc., as well as those of the other in explicit, valid ways
3. determining the other's sincerity, credibility
4. setting informal prenegotiation opportunities for building rapport, mutual acceptance, and for developing common agreements on "ground rules," etc.
5. being an effective listener and communicator
6. reacting constructively to feedback from the other and from constituencies
7. providing useful, non-judgmental feedback to the other and to constituencies
8. establishing a climate of trust and cooperation
9. detecting and promoting areas of common interest
10. recognizing and coping with initial fear and uncertainty at the outset of negotiation
11. inducing others to cooperate, make concessions, etc., without their experiencing resentment, loss of face, etc.
12. increasing one's own and other's willingness to rely upon third parties (mediators, referees, etc.) and to use outside resources

Aspects of the negotiation process focused on in the lab:

In addition to exploring the personal and interpersonal aspects

of negotiations, a number of general and theoretical issues are emphasized in theory sessions and examined in the context of various negotiation exercises. The objectives are: (1) to expose participants to behavioral science research and theory relevant to bargaining behavior, (2) to encourage them to formulate systematic generalizations about various aspects of bargaining on the basis of such information, and (3) to provide opportunities to experiment with new behaviors derived from exposure to this information.

Among the questions explored in a general and theoretical way are: What are the essential characteristics of a bargaining relationship? Why bargain? What are the different type of bargaining? What are the ethical issues in bargaining? What are the basic processes in bargaining and how do they operate?

Diagnosis of the following basic processes is done in the context of their occurrence during the negotiation exercises: reciprocity, equity, contractual norms, rationality, intentionality, revenge, retaliation, face-saving, etc. Participants are also encouraged to explore the feelings they experienced during negotiations in these and other areas.

Also explored in conceptual as well as experiential terms are various aspects of the structural and motivational features of bargaining. For example, discussions concerning the effects of audience presence and supportive or derogatory audience feedback are provided, and feelings and reactions to these aspects of the negotiation exercises are explored. Different motivational orientations (cooperative, competitive, individualistic) are similarly examined on conceptual and experiential bases and participants delve into the emotional relationship they have had with an adversary during a negotiation

exercise. Material concerning the use of a threat and reactions to it is presented and participants examine their own threat behavior during various exercises. Questions dealing with threat potential, threat credibility, threat costliness, threat-counter-threat-aggression cycles, etc., are explored from both the theoretical and experiential perspectives. Finally, aspects of strategy formation, focusing on different types of strategy, reactions to the adversary's strategy, strategies of inducing cooperation (including fractionation of issues), changing strategies, etc., are examined. Again, participants are encouraged to reflect on, share, and provide feedback about feelings experienced in relation to various strategies they have used or experienced.

Negotiation exercises used in the lab

Several different types of negotiation exercises are used in the lab, each having different learning objectives. Four illustrative examples are described briefly below:

1. The prisoner's dilemma (PD): The PD has been used primarily as a mechanism for exploring reactions and responses to various strategies of one's adversary. Participants play the game in dyads, in which one member receives instructions to follow a particular program of moves throughout a series of trials. (This strategy is not revealed to the other except as he experiences it from his adversary's behavior.) Several strategies, devised by Harford and Solomon (1967) and others include: (1) competitive, (2) "reformed sinner," and (3) "lapsed saint." The reformed sinner strategy consists of a series of initially competitive moves followed by a shift to a more cooperative orientation. The lapsed saint strategy is reversed from this pattern. Other strategies include (4) pacifism, (5) punitiveness, and (6)

deterrence. Participants are given an individualistic orientation to the exercise (to win as much as possible without being concerned with the other's outcomes). In this exercise the rewards generally consist of point accumulations. Participants are given limited communication opportunities with their pairmates at specified intervals. The major limitation involves sending written messages to the other, the content of which is explored and discussed within dyads afterwards. (Expressions of intentionality, threat, promises, etc., are focused on.) Following completion of the exercise, dyad members are encouraged to explore jointly their feelings toward each other (in response to the other's strategy), the extent to which the other met or departed from personal expectations for his behavior, and reasons for their responses to the other's behavior. Shared exploration of feelings, reactions, perceptions, etc., is emphasized.

The PD, as described above, provides opportunities for all participants to negotiate and develop diagnostic frameworks related to strategy formation. In addition, variations in structural features such as the presence or absence of an audience, communication possibilities, matrix values, opportunities for pregame discussions or planning sessions, etc., may be introduced. Relevant theoretical issues and research findings are discussed. Linkages to actual negotiations are emphasized.

2. The World Bank (Disarmament Game): This exercise, developed by Berkowitz and Hornstein (1968) provides an opportunity for inter-group negotiation. The exercise utilizes teams which negotiate the division of a real monetary reward. Each team must develop a strategy, select a negotiator, and conduct negotiations with another team. The exercise enables exploration of the dynamics of team planning, including group process as well as the emergence of cooperative or competitive

strategies. The negotiation sessions are video-taped; various aspects of personal bargaining style and bargaining theory are analyzed in depth in the context of "vignettes" selected from the video-tapes. The team planning sessions may also be video-taped and analyzed for leadership, dominance, and any within-team negotiation that occurs. This exercise offers especially potent feedback and diagnosis opportunities. Issues related to the clarity and uniformity of the constituency's preferences, accountability of negotiators to their constituencies, intergroup trust, suspicion, cooperation, and competition, etc., are explored from theoretical as well as experiential perspectives.

3. Simulation exercises: a simulated school district dispute involving a teachers' union and a local school board enables participants to completely design and carry out a negotiation, from specifying the physical arrangements to setting up an agenda for dealing with the issues and negotiating their settlement. This exercise is a composite of several educational disputes which have occurred in various cities during the past two years. Specific issues to be negotiated in this exercise involve: (1) teacher salary increases, (2) minimum starting salary, (3) reduction in teacher/pupil ration, (4) tenure credit, and (5) control of teaching assignments. Settlements on each issue must be reached. Negotiations are conducted under pressure of prolonging a costly strike. The issues differ in importance rankings to both sides. Caucuses are allowed to occur. The negotiation sessions are video-taped. Individual bargaining style and theoretical issues related to physical arrangements, effective use of communication channels, the order in which issues are dealt with, coupling and packaging of issues, etc., are examined in diagnostic

sessions following negotiations. This exercise has been particularly meaningful for participants who function as educational administrators, teachers, negotiators, consultants, etc.

4. Interpersonal contract exercise: this exercise, developed by Shapiro (1968), provides experience in explicating expectations of others, communicating these expectations clearly, negotiating them in terms of mutual wants and needs, etc. Questions such as the following are pursued jointly in voluntarily formed dyads: What do I want from him (her)? What does he (she) want from me? What do I want from myself in relation to him (her)? The exercise emphasizes clarity and explicitness of interpersonal agreements and enables participants to examine and practice contract formation. Often such contracts are tacit and poorly understood in interpersonal relations. The usefulness of renegotiating interpersonal contracts at later times is also emphasized. This exercise has been especially useful in providing frameworks for diagnosing conflicts and ambiguities experienced in personal relationships ranging from those among acquaintances and close friends to marriage partners.

The exercises outlined above represent some of the learning opportunities utilized in the Negotiations Skills Lab. Each exercise provides unique opportunities for developing diagnostic frameworks based on systematic behavioral science information. The learning opportunities are enhanced further by the maintenance of a library of video-tapes of all negotiation sessions. These can be used for further staff training and reaching purposes; they also provide excellent opportunities for research.

The extraordinary social and economic costs of stalemated or otherwise conflicted negotiations are demonstrable realities in our society. While many factors such as national or domestic policies and legal constraints contribute to breakdowns in this basic conflict resolution mechanism, it is evident that personal and interpersonal factors also play important parts in such breakdowns. Support for this view can be found in authoritative textbooks of international negotiation (Ikle, 1964) and collective bargaining (Healy, 1965; Stevens, 1963; Walton and McKersie, 1965) as well as in daily reports of a variety of negotiations in the mass media.

Behavioral science research and theoretical developments relevant to the social psychological aspects of bargaining have not been easily accessible to or systematically used by professional negotiators. As a result, negotiators may lack personal insight, interpersonal competency skills, and conceptual understanding of important psychological aspects of bargaining. A sharpening of such skills and a broadening of such conceptual frameworks should increase negotiators' effectiveness at the bargaining table; it should also diminish the costliness of their conflicts substantially.

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SIMULATION EXERCISE IN THE DYNAMICS OF COLLECTIVE BARGAINING

The following exercise is not intended to develop negotiating skills. It is a starting point for a discussion of the dynamics of negotiations which should be useful in helping the participants in collective bargaining to think through the priorities that might be found in a typically medium-sized, primarily residential school district--assuming that there is such a thing as a typical school district, a typical teachers' organization, or a typical anything. However, even though it may strain the participants' credulity, for the purpose of the model, it may also be accepted as such.

In the exercise, there is a copy of the collective bargaining agreement between the Northwood Board of Education and the Northwood Teachers Organization. This was the first contract and it has expired by its terms and is now being renegotiated. We have also included a copy of the Northwood Board of Education budget and a descriptive study of the school district. In addition, there are excerpts from the collective bargaining statute in the Mythical State of Academia in which the Northwood School District exists.

Finally, we have the contract demands that the teachers organization has presented to the board of education and the contract demands that the board of education has presented to the teachers.

At the Newport Conference we divided into two groups. Discussion leaders for Group A were two skilled representatives of teachers organizations and a moderator. The discussion leaders in Group B were two skilled representatives of school management and a moderator. For the first two hours, Group A was asked to analyze the demands by the teachers organization and the school district in light of the collective bargaining agreement, the budget, and other data concerning the School District. The Group was asked to formulate the bargaining strategy giving way to the priorities and perhaps implementing the contract demands from the viewpoint of teachers organizations.

Group B was asked to do exactly the same thing from the viewpoint of a school administrator or a board of education member. After two hours of discussion, the discussion leaders switched rooms and for the next two hours each group was asked to go through the same exercise of analyzing the contract demands, determining contract strategy and priorities, this time, however, taking advantage of the benefit of the previous discussion but from the viewpoint of the other group under the guidance of the discussion leaders.

The size of the discussion group and the number of discussion leaders will vary depending upon space and a number of participants in the training sessions. If the total number of participants is no more than twenty-five to thirty, then two discussion group of fifteen to twenty will work out very well.

If time permits, sessions could be lengthened to three hours each and the discussion leaders could introduce material in the process of negotiations during that portion of the discussion where bargaining strategies are formulated.

SIMULATION EXERCISE IN THE DYNAMICS OF COLLECTIVE BARGAINING

Collective Bargaining Skills Workshop
Newport, Rhode Island
April 26-30, 1976

The exercise which we are asking you to participate in is not intended to develop negotiating skills. It is a starting point for a discussion of the dynamics of negotiation which should be useful to help the participants in collective bargaining to think through the priorities that might be found in a typical medium-sized, primarily residential school district. Assuming that there is such a thing as a typical school district or a typical teachers organization or a typical anything; however, even though it may strain the participants credibility for the purposes of the model, we ask that it be accepted as such.

In the kits there is a copy of the Collective Bargaining Agreement between the Northwood Board of Education and the Northwood Teachers' Organization. This was the first contract and has expired by its terms and is now being renegotiated.

We have also included in the kits a copy of the Northwood Board of Education Budget and a descriptive study of the school district. In addition, there are excerpts from the Collective Bargaining Statute in the mythical state of Academia in which Northwood school district exists.

Finally, we have the Contract Demand that the Teachers' Organization has presented to the Board of Education and the Contract Demands that the Board of Education has presented to the teachers.

We are asking that the participants at the Conference divide themselves into two groups. The Discussion Leaders for Group A

are: Mr. Edward Casey, Executive Secretary of the Rhode Island Federation of Teachers and Mr. Morris Andrews, of the Wisconsin Education Association. Ernest Gross will be the Moderator for the Panel. The Discussion Leaders for Group B will be: Dr. William Paton, Superintendent of Schools, Oconomowoc, Wisconsin and Dr. Ralph Lataille, Deputy Commissioner of Education, State of New Jersey. The Moderator will be Dr. William Weinberg, Institute of Management and Labor Relations, Rutgers, The State University of New Jersey.

From 9 a.m. to 11 a.m. each group is asked to analyze the demands by the Teachers' Organization and the school district in light of the Collective Bargaining Agreement and the Budget and other data concerning the school district.

Group A will be asked to formulate a bargaining strategy giving weight to the priorities and perhaps, implementing the Contract Demands from the viewpoint of the Teachers' Organization.

Group B will be asked to do exactly the same thing from the viewpoint of a School Administrator or a Board of Education Member.

At 11 a.m. the Discussion Leaders will switch rooms and for the remainder of the morning each group will be asked to go through the same exercise of analyzing the Contract Demands, determining Contract strategy and priorities this time taking advantage of the benefit of the previous discussion but from the viewpoint of the other group under the guidance of the Discussion Leaders.

EXCERPT FROM THE COLLECTIVE BARGAINING LAW

Be it enacted by the Senate and General Assembly of the State of Academia.

1. It is hereby declared as the public policy of this state that the best interests of the people of the state are served by the prevention or prompt settlement of labor disputes; that the interests and rights of the consumers and the people of the state, while not direct parties thereto, should always be considered, respected and protected; and the voluntary mediation of such employer-employee disputes under the guidance and supervision of a governmental agency will tend to promote permanent, employer-employee peace and health, welfare, comfort and safety of the people of the state. To carry out such policy, the necessity for the enactment of the provisions of this act is hereby declared as a matter of legislative determination.
2. The term "Employee" shall include any employee, and shall not be limited to the employees of a particular employer unless this act explicitly states otherwise, "Managerial Executives" of a public employer means persons who formulate management policies and practices, and persons who are charged with the responsibility of directing the effectuation of such management policies and practices, except that in any school district this term shall include only the superintendent or other chief administration, and the assistant superintendents of the district.

"Confidential Employees" of a public employer means employees whose functional responsibilities or knowledge in connection with the issues involved in the collective negotiations process would make their membership in any appropriate negotiating unit incompatible with their official duties.

"Supervisory Employees" of a public employer means employees having the power to hire, evaluate, discipline, discharge or to effectively recommend the same.

The term "Negotiate in Good Faith" in public employment means the obligation of the parties to meet at reasonable times and make a genuine effort to negotiate with respective grievances and terms and conditions of employment, or to negotiate an agreement or any question arising thereunder, and the executive of a written contract incorporating any agreement reached if requested by either party, but such obligation shall not compel either party to agree to a proposal or require to making a concession.

Public employees shall have and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activities; provided however that this right shall not extend to managerial executives, or confidential employees, nor shall any supervisor have the right to be represented in collective negotiations by an employee organization that admits non-supervisory personnel to membership except where established practice, prior agreement, or special circumstances dictate the contrary.

The negotiating units shall be defined with due regard for the community of interests among the employees concerned.

A majority representative of public employees and appropriate union and a public employer or his designated representative have the mutual obligation to negotiate in good faith. They shall meet at reasonable times to negotiate in good faith in respect to grievances, wages, hours and other terms and conditions of employment. However the public employer shall not be required to negotiate collectively any term or condition of employment concerning matters of intrinsic managerial policy or function that contravenes any constitutional or statutory mandate.

There shall be established a Public Employers Relations Commission who shall have administrative responsibility for effectuating the purposes of this law included but not limited to the remedy of unfair practices and violations of this law subject to appeal through the courts of the state.

TEACHERS' DEMANDS

1. Article 8.

Teaching hours and teaching loads shall be charged by including a new paragraph G as follows:

G:

"The enrollment of a kindergarten class shall not exceed a maximum enrollment of 20 students as based upon standards recommended by the National Commission on Teacher Education and Professional Standards."

H:

"The maximum enrollment of pupils per teacher for the 1975-76 summer school session shall be as follows:

1. Elementary School	Number of pupils
Kindergarten	10
1st Grade thru 3rd Grade	12
4th Grade & 5th Grade	12
2. Middle School (6th Grade through 8th Grade)	
Regular academic classes	12
Reading groups	14
Music	25
Art	18
3. High School (9th Grade through 12th Grade)	
Regular academic classes	12
Reading groups	15
Typing	24
Wood Shop	18
Metel Shop	14
Music	25
Art	20

I:

"School Boards shall employ two mediam specialists to assist teachers in the presentation of audio-visual materials. The media specialists shall be responsible for the maintenance and repair of all audio-visual equipment."

2. Article 9:

Non-teaching duties shall be amended.

Sub-paragraph A shall include the following:

A-3:

"Teachers who are required to provide supervisory assistance during administratively approved extra-

curricular activities will be paid the sum of \$20.00 for each event."

A-4:

"Teachers shall not be required to drive students to activities which take place away from the school building. Teachers may do so voluntarily when advance approval is granted by the principal or vice-principal. The Board of Education will provide full insurance coverage for teachers and the use of their cars during such times as they are driving students for school approved activities.

3. Article 11:

Salaries

"The salary guide in Appendix A shall be amended to that all members of the bargaining unit shall receive a cost of living adjustment made of 10% across the board retro-active to January 1, 1976.

The Collective Bargaining Agreement should contain a provision which states that in the event that the cost of living index as promulgated by the Bureau of Labor Statistics for the metropolitan area shall increase from its base of January 1, 1976 there shall be an appropriate adjustment in the salary guide, Appendix A made for all persons in the bargaining unit based upon the percentage increase of the cost of living index. The adjustment shall be made quarterly."

4. Article 12:

Teacher Facilities

"Article 12 shall be amended so that it will be mandatory upon the Board of Education to furnish a room for the exclusive use of teachers as a faculty lounge separate from work areas."

5. Article 13:

Teacher Administration Liaison

"Article 13 shall be amended as follows:

"Instructional Council shall be established to review and discuss administrative problems and practices and to make recommendations for the revision and development of school building policies in each school building.

One-half the members of the Instructional Council shall be selected by the Teachers Association and the other half shall be appointed by the principal. The Council shall in addition to administrative problems also serve as an Instructional Committee whose purpose shall be to strengthen the educational program through recommendations, research, implementation and evaluation by the principal and staff to best meet the needs of students, the school and the community as represented in their school building."

Paragraph B of Article 13 shall be eliminated and the following shall be substituted:

"Recommendations submitted by the committee on administrative procedures and instructional matters shall be endorsed by the principal and forwarded to the superintendent of schools and Board of Education for implementation."

6. Article 17:

"B-2 shall be amended to change one-half pay to full salary for teachers on sabbatical leave."

"B-3 shall be amended to a teacher granted leave for less than a full year shall receive a pro rata salary."

7. Article 19:

Insurance Protection

A new Article E shall be added as follows:

"Board of Education will provide at no cost to the teachers a dental, optical and prescription drug plan."

8. Article 21"

Miscellaneous Provisions

- (1) The Board of Education will make available \$25.00 each month to each elementary school teacher for the purpose of purchasing necessary supplies for classroom instructional use. The teachers decision as to what supplies to purchase shall be final.

SCHOOL BOARD DEMANDS

1. Article 3:

"Paragraph D shall be changed so that arbitration shall be advisory only and not final."

2. Article 8:

Teaching hours and teaching loads

"B-2 shall be changed so that teachers who wish to leave the building during their scheduled duty/free lunch periods shall secure permission from the principal or vice-principal."

"F - classroom teachers shall remain in school for 30 minutes after buses depart rather than 20 minutes in the present agreement. During such 30 minutes they will provide additional help to such students as required."

3. Article 17:

Sabbatical Leave

"Paragraph B-6 shall be amended so that the Board shall have the right to refuse all sabbatical leaves in a year without any reason being given."

4. Article 9:

Non-teaching Duties

"Article A1 shall be amended as follows:

"Teachers of grades K-5 shall be responsible for the supervision of their classes during scheduled recess periods and eliminate the present requirement for a teacher's aide."

OBSERVATIONS ON THE SIMULATION EXERCISE IN THE DYNAMICS OF COLLECTIVE BARGAINING

It might be interesting to compare the conclusions reached by the study group with the conclusions reached in Newport when the material was tested.

Teachers Demands

1. Article 8G. There was considerable discussion as to whether or not issues which are considered outside the scope of bargaining should be negotiated. Should one discuss the issues at all as permissive subjects or would opening the door to a subject make it permissive in a subsequent proceeding before an administrative agency or the court? Others maintain that one can solve practical problems without necessarily elevating them into subjects of bargaining and that one could discuss the basic problems and work out solutions outside the context of bargaining without making them a bargaining issue. There was considerable difference of opinion as to the tactics at this point.

Questions were raised as to the validity of basing contract demands on standards and studies by various outside agencies and commissions.

2. Article 8H. It was suggested that the number of pupils per class, based on the type of class, was a matter that should be determined by board policy and the board should not negotiate. The demand to negotiate summer school class size raised a unit question as the summer school apparently was not covered by the contract, separate and apart from whether or not class size itself was negotiable. There is a suggestion that the problem could be solved if teachers were on a 12-month contract or could be put on a 12-month contract, provided the contracts did not limit teaching to 180 days.

Some of the management people in the group felt that data should be collected on summer school costs and various forms of payment for summer school should be looked into and discussed with the teachers but not as a part of formal collective bargaining.

3. Article 8I. It was agreed that the demand for media specialists was not negotiable but nevertheless should be discussed with the teachers organizations. One suggestion made was that a sub-committee could deal with the problem to make sure that audio-visual materials were in good repair and were available for the teaching staff. However, the matter of the employment of media experts was not a matter for collective bargaining and should be avoided.

4. Article 9, Sub-paragraph A. The school board should be willing to negotiate after reviewing the facts as to whether or not a problem exists. If a problem does exist, the board should try to meet the problem without going into to pay or economic rewards. It was felt that extra-curricular activities as problems could be met without necessarily making counter-offers as to payment. The problem of additional duties was negotiable and should be discussed. It was suggested as a matter of strategy that if the board discussed the cost of extra-curricular activity the teachers organization might prefer to spend money in across the board increases rather than to place the money into extra-curricular activities. As part of the discussion, it was decided that the concept of the normal day had to be clarified. Does the normal day mean the possibility of additional duties?

It was agreed that the problems of insurance coverage was a board problem but the language as proposed should not be accepted. There was an area where preparation was emphasized--that the board of education must explore the nature of the insurance coverage--and if it requires teachers to drive, it must see to it that necessary insurance coverage is provided.

5. The salary discussion centered on strategy. There was general agreement that there had to be a salary increase which would at least match the increase in cost of living. However, it was felt that the board should make no offer on economics and it was understood that the settlement was for a one-year contract, possible a two-year contract without any cost-of-living escalator clause. It was felt that the cost-of-living escalator demand might be used as leverage for introducing the concept of a long-term contract, beyond two years.

6. It was felt that the demands for the lounge was introduced by the teachers as a throw-away item, which they did not seriously expect to push.

7. Article 13. The strategy determined upon was to agree to the instructional council conceptually. If the demand that one-half the members of the instructional council should be selected by the teachers association was found to be a serious demand by the teachers, then the concept should be accepted but the language should be written so that the implementation of any recommendation would be discretionary with the board of education. It was felt that great care had to be taken in the drafting of the language so that the concept of the instructional council was accepted.

8. Demands for sabbatical leave pay and the drug plan and the purchase of supplies were all taken as economic issues, which were to be considered in conjunction with the overall salary demands.

The School Board Demands

1. It was felt that the demand by the school board to change arbitration from mandatory to advisory was not a serious demand and one that was put in for trading purposes. Any discussion of change of the arbitration clause will also require discussion of Article 3-A "Policies of Administrative Decisions Affecting a Teacher or a Group of Teachers."

2. It was felt that the proposal to change B-2 was not a serious demand and would be dropped by the school board but the board should discuss problems of teachers leaving the building in order to meet the practical needs of the teachers.

Group agreement from a Board viewpoint (F) requiring teachers to remain in school for thirty minutes after buses depart, rather than twenty minutes was an important issue. From a teacher viewpoint, backup information would be required from the board to justify the additional time.

3. Sabbatical leave strategy agreed by the group from a teacher viewpoint. A refusal by the board to grant a sabbatical should be explained with ultimate recourse to arbitration. From a board viewpoint, the board can agree to give reasons, the contract should specifically state that the decision would not be arbitrable.

4. A demand to eliminate a present requirement for teachers aides was deemed to be a trading item by the Board.

Interestingly, the discussion went beyond the demands of the teachers and the board and ranged into the contract language itself. Article 1A, the recognition clause in the contract, raised questions as to the unit. Was the language intended to recognize the association for all of the teachers in the bargaining unit or only to those teachers who were members of the association? Article 3 in the grievance procedure was felt from a board's strategy viewpoint to be too broad because it included policies of administrative decisions. It was felt that where there is binding arbitration, it is desirable to have more precise and even narrower interpretation of the grievance procedure. From a board viewpoint where the arbitration is advisory, a wider entry into the grievance procedure by a broader definition of grievances was desirable. A discussion of Article 15 raised a question as to whether there should be changes in the language of the four-day death or serious illness provision by changing "shall" to "may". It was taken by the group that those who were making the suggestion were heading towards "hard-nose" confrontation in its negotiations, that a four-day death leave was not unreasonable and if it were too much it should not have been negotiated in the first place.

In the discussion of Article 16 it seemed desirable to simply conform to EEOC guidelines and court rulings rather than to attempt specific standards within the contract. Some members of the group felt that it was better to try to deal with specific problems and others thought that as a policy issue it was more desirable simply to leave the contract flexible because whatever the courts and legislature do would be binding and would require changes in the contract.

The salary schedule was discussed and a question was raised if the M.A. degree is mandatory within the school system why pay for it. No one found any flaw with the schedule for a doctorate.

AGREEMENT
BETWEEN
THE
NORTHWOOD BOARD OF EDUCATION
AND THE
NORTHWOOD EDUCATION ASSOCIATION
FEBRUARY 6, 1974
FOR THE PERIOD
JULY 1, 1974
TO
SEPTEMBER 1, 1975

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PREAMBLE

This Agreement entered into this _____ day of _____ by and between the Board of Education of this town of Northwood, Academia hereinafter called the Board and Northwood Education Association, hereinafter called the "Association".

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the majority representative for collective negotiation, as provided for in Academia Laws concerning grievance and terms and conditions of employment for fulltime classroom teachers, school nurse, reading teacher, music teacher whether under contract on leave, employed or to be employed by the Board.
- B. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiation over a successor Agreement in accordance with Public Laws in good faith effort to reach agreement on all matters concerning the terms and conditions of teachers employment. Such negotiations shall begin not later than November 1, or the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- C. The parties agree to follow the procedures outlined in the Agreement, and to use no other channels to resolve any question or proposal until procedures within this Agreement are fully exhausted.

ARTICLE III

GRIEVANCE PROCEDUREA. Definitions

1. A "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this agreement, policies of administrative decisions affecting a teacher or a group of teachers.
2. An "aggrieved person" is a person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Since it is important that grievances be processed as rapidly, as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Should either party fail to follow the time limit, the grievance shall be waived or moved to the next step.
2. In the event a grievance is filed at such time it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. It is understood that teachers shall, during the notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievances and any effect thereof shall have been fully determined.
4. Level One - A teacher with a grievance shall first discuss it with his principal or immediate superior within 5 days of its occurrence, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

5. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after discussion in Level One, he may file the grievance in writing with the administrative Principal within fifteen (15) school days after the decision given at Level One. The letter shall cite the Article and subsection aggrieved, the grievance and be signed by the employee and Association representative.

6. Level Three

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the superintendent, he may within five (5) school days after a decision by the superintendent or fifteen (15) school days after the grievance was delivered to the administrative principal, whichever is sooner, request in writing that the Association submit his grievance to the Board within fifteen (15) school days after receipt of a request by the aggrieved person. The decision of the Board shall be made in writing to the aggrieved and to the Association President. This does not preclude the right of the aggrieved person to pursue the grievance of his own.

7. Level Four

(a) If the teacher is dissatisfied with the decision of the Board of Education and if the grievance pertains to a matter of previous formal agreement between the Board of Education and the Association, the teacher or the Association may request the appointment of an arbitrator, such request to be made, in writing, to the Board of Education within 15 calendar days after the decision rendered in Step 3 (b).

(b) Such request can be honored if the grievant or grievants and the organization representing them waive the right, if any, in writing of said grievant or grievants and the organization representing them to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's recommendation.

D. The following procedure will be used to secure the services of an Arbitrator:

1. A joint request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute question.

2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

3. If the parties are unable to determine, within 15 school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

- E. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to nor subtract anything from the Agreement between the parties. The recommendations of the arbitrator shall be binding. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within 30 days of the completion of the arbitrator's hearings.

F. Costs

1. Each party will bear the total cost incurred by themselves.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.
3. The Board shall deduct the full salary of any "aggrieved" person for any time lost in processing a grievance. If the aggrieved is upheld in his complaint, any salary deductions made by the Board shall be repaid to the aggrieved.

- G. The following grievances will not be covered in Level Four above:

1. Failure by the Board to retain a non-tenure teacher.
2. Any problems for which a specific remedy is provided for by law.
3. Any problems upon which the Commissioner of Education has rules or has the power to rule.
4. The filling of non-tenure positions by a certified employee.

H. RIGHTS OF TEACHERS TO REPRESENTATION

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present.
2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, an representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

I. MISCELLANEOUS

1. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file or any of the participants.
2. Forms for filing grievances, serving notices, taking appeals, making reports, and recommendations, shall be prepared jointly by the principal and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
3. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to this - in this Article.

ARTICLE IV

TEACHER RIGHTS

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under Academia Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE V

BOARD RIGHTS

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations:
- (1) to direct employees of the school district
 - (2) to hire, promote, transfer, assign, and retain employees in positions in the school district, and for just cause, to suspend, to demote, discharge, or take other disciplinary action against employees
 - (3) to relieve employees from duty because of lack of work or for other legitimate reasons
 - (4) to maintain the efficiency of the school district operations entrusted to them
 - (5) to determine the methods, means and personnel by which such operations are to be conducted
 - (6) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency
- B. It is understood by all parties that the Association expressly agrees that negotiations will be conducted without the use of pressure tactics or any practice generally defined within the term "sanctions". The parties also agree, during the period of negotiations that the only publicity accorded the negotiations by the parties will consist of a joint press release or, in the event the parties are unable to agree upon wording, a joint press release stating that "No progress has been made".
- C. It is understood by all parties that under the rulings of the Courts of Academia and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by Law.

ARTICLE VI

ASSOCIATION PRIVILEGES

- A. Whenever any representative of the Association or any teacher is scheduled by the Board of Education or its representative to participate during working hours in negotiations, grievance proceedings, he shall suffer no loss in pay.
- B. The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings provided this shall not interfere with normal school operations or activities. The Principal of the building in question shall be notified in advance of the time and place of all such meetings.
- C. The Association shall have the privilege to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment and all types of audiovisual equipment at times not conflicting with professional duties, when such equipment is not otherwise in use. The Association shall pay for the current cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.
- D. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teachers dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association Notices. Copies of all materials to be posted on such bulletin boards shall be given to the building principal.
- E. The Association shall have the privilege to use the interschool mail facilities and school mail boxes as it deems necessary and without the approval of the principal. The business of other non-related organizations must meet with the approval of the principal.
- F. The privileges of the Association and its representatives as set forth in this article shall be granted only to the Association as the majority representative of the teachers, and to no other organizations.

ARTICLE VII

TEACHER WORK YEAR

- A. The Board and Association, through their appropriate representative organizations, shall endeavor to further the calendar needs of the County Educational Team.
- B. Teachers shall meet one full day for pre-school faculty meetings, the day prior to the first pupil day of the school year.
- C. New staff members shall participate in one day of Orientation Meeting prior to regularly scheduled staff meetings at the beginning of each school year.

ARTICLE VIII

TEACHING HOURS AND TEACHING LOADS

- A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities.
- B. Lunch
 - 1. Teachers shall have a daily, duty-free lunch period equivalent to their pupil's lunch and recess, less the time necessary to properly supervise their class to their tables and as otherwise required by the duty schedule for lunchroom supervision.
 - 2. Teachers may leave the building during their scheduled duty-free lunch periods, upon signing out in the school office, if their pupils are under the supervision of a regularly scheduled adult.
- C.
 - 1. Meetings which take place after the regular in school workday and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday or other day upon which teacher attendance is not required at school, except in an emergency.
 - 2. An Association Representation Representative may speak to teachers during any meeting referred to in Paragraph 1 above for a maximum of 10 minutes with the approval of the Principal.
 - 3. Every attempt shall be made to submit notice on an agenda for any meeting and given to the teacher involved at least three (3) days prior to the meeting except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.
 - 4. Any administrative representative may speak to the Association during any meeting called by the Association for a maximum of 10 minutes, with the approval of the Association President.
- D. Parent Teacher Conference shall be scheduled one full day and one evening twice a year. These days to be in addition to the pupil calendar year.

- E. Where two or more teachers are employed at a grade level or otherwise cooperatively engaged, they shall meet once (1) a month after coordination, grading patterns, plans or other concerns common to their cooperative endeavor.
- F. Classroom teachers shall remain in the school for 20 minutes after buses depart at the close of each school day with the following exceptions:
 - 1. Fridays (unless an emergency develops)
 - 2. Before a holiday
 - 3. Day when teachers are expected to attend a school related evening (or afternoon) meeting
 - 4. Excused by the Administrative Principal

ARTICLE IX NON-TEACHING DUTIES

- A. The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his energies should to the extent possible, be utilized to this end. Therefore, they agree as follows:
 - 1. To provide an aide for supervision of playground recess during the lunch period.
 - 2. Classroom teachers shall make themselves available for conferences with the Administrator. Helping teacher, supplemental teachers, as mutually agreed upon, when or if relieved by Special Teachers.
- A. 1. Each teacher shall be placed on his proper step of the salary schedule as the beginning of the negotiated school year in accordance with paragraph 2 below.
- 2. Credit up to the tenth (10) step of any salary level on the teacher salary schedule shall be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of Schedule A.
- 3. Additional credit of, but not to exceed four (4) years, for military experience shall be given upon initial employment in four (4) steps.
- B. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 1.
- C. Complaints
 - 1. Any formal complaints regarding a teacher made to any member of the administration by any parent, student, or other person which may or does influence evaluation of a teacher shall be promptly called to the attention of the teacher by the Principal or immediate supervisor.
 - 2. The teacher shall be given an opportunity to respond to

such complaint, and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

ARTICLE XI

SALARIES

- A. The salaries of all teachers covered by this Agreement are not put forth in schedule A which is attached hereto and made a part thereof.
- B.
 - 1. Teachers employed on a twelve (12) month basis shall be paid in twenty four month installments.
 - 2. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal installments, on the 2nd and 4th Friday of the month.
 - 3. Members shall receive their entire December pay on the second Friday in December.
 - 4. Teachers may individually elect to have ten (10) percent of their monthly salary deducted from their pay. These funds shall be paid to the teacher or his estate on the final day in June, according to the schedule of payment throughout the summer as requested by the teacher, or upon death or termination of employment, if earlier.
 - 5. When a pay day falls on or during a school holiday, vacation or week-end teachers shall receive their pay checks on the last previous working day.
 - 6. Teachers shall receive their final checks and the Salary Guide for the following year on the last working day in June, unless otherwise notified by the Principal.

ARTICLE XII

TEACHERS FACILITIES

Attempts will be made to appropriately furnish a room for the exclusive use of teachers as a faculty lounge and work area. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.

ARTICLE XIII
TEACHER - ADMINISTRATIONS
LIAISON

ADMINISTRATIVE AND INSTRUCTIONAL COUNCILS

- A. 1. The Principal shall establish an administrative committee to review and discuss administrative problems, and practices, and to act in an advisory capacity in the revision and development of school building policies.
2. The Principal shall establish an instructional committee whose purpose shall be to strengthen the educational program through recommendations research, implementation and evaluation by the Principal and staff to best meet the needs of the students, the school and the community as represented in their school building.
3. Said committee shall establish their own; rules of procedure and shall provide for a chairman who shall be responsible to the principal for the arrangement and conduct of meetings.
4. The committee or sub-committee shall meet at least once each month.
- B. The principal shall consider and study all written recommendations submitted by the committee to him. Should the principal decide not to adopt any such recommendations, then he shall communicate the reason (s) for not doing so to the appropriate committee chairman.

ARTICLE XIV
SICK LEAVE

- A. 1. All teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
2. Upon request of the Principal a doctor's certificate shall be provided after three (3) consecutive days of sick leave.
3. In case of sickness in the immediate family of a teacher and upon the request of the teacher to the administration principal, sick leave may be granted to cover said absence for such purpose for a period of two (2) consecutive days.

CREDIT FOR OUT OF DISTRICT SICK LEAVE

- B. 1. Whenever the Board employs a teacher who has an unused accumulation of sick leave days from another school district in Academia the Board shall grant up to thirty (30) days credit for said sick leave.
2. The accumulation of sick leave days from another district shall be credited upon receipt by the Board, of a written statement signed by the secretary of the Board of Education of the last school district in which the teacher was employed, stating the number of unused sick leave days to which the teacher was entitled upon leaving the previous district, at the rate of 5 days per year of in-district service, to commence at the beginning of the second year.
3. Paragraph 2, above, retroactive for present employees.

SICK LEAVE DUE TO INJURY

- C. 1. Whenever a teacher is absent from his post of duty as a result of personal injury caused by an accident arising out of and in course of his employment, the Board shall pay the teacher in full salary for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave.
2. Any amount of salary or wages paid or payable to the teacher shall be reduced by the amount of any workmans compensation award made for temporary disability.

ARTICLE XV

TEMPORARY LEAVES OF ABSENCE

- A. As of the beginning of the negotiated school year, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay:
1. Two (2) days leave of absence for personal, legal, business, household, or family matters and religious holidays which require absences during school hours. Applications to the principal for personal leave shall be made at least two (2) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall be required to state the reason and for taking such leave. Such leave may not be granted contiguous to any of the legal holidays or scheduled school vacation periods.
2. Four (4) days shall be granted in case of death or serious illness of teacher's parents, spouse, children, brothers, sisters, and other persons residing as a member of the teacher's household.

3. An allowance of one (1) day may be granted to attend the funeral of an uncle, aunt, grandparent and grandchild, brother-in-law, or sister-in-law.

- B. Leave taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE XVI

EXTENDED LEAVES OF ABSENCE

- A. The Board will grant a leave of absence for maternity, without pay to a teacher employed three or more years upon written request for said leave, and upon proper certification or pregnancy by the teacher's physician.

1. Maternity leave shall be granted not less than four months before confinement and extended as follows:

- (a) If birth is during September through December, leave may terminate the following September.
- (b) If birth occurs after January 1 through August, leave shall extend to one (1) year following the next September.

- B. Teachers shall be entitled to temporary non-accumulative leave for required temporary active duty with any unit of the United States Reserves and/or the State National Guard, provided, said obligations cannot be performed during non-school days. The teacher shall be paid the difference of his regular salary and the pay he received from the State and/or Federal Government for a maximum of two weeks in any one school year.

- C. Other leave of absence without pay may be granted by the Board for good reason.

1. Upon return from leave granted pursuant to Section A, B, or C, of this Article, a teacher shall be considered as if he were actively employed by the Board during said leave and shall be placed on the salary schedule at the level he would have achieved had he not been absent.

2. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time the leave commenced, if available and approved by the Board, or, if not, to a substantially equivalent position as defined by the principal.

- D. All extension or renewal of leave shall be applied for and if granted, be in written form.

ARTICLE XVII
SABBATICAL LEAVE

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- A. A sabbatical leave shall be granted to a teacher by the Board for study one academic year or one half academic year, in an accredited institution of learning. The teacher shall be enrolled in a regular degree program and bear an equivalent load of twenty credits for a full year or ten credits for the half year.
- B. Sabbatical leave shall be granted subject to the following:
1. The teacher has completed seven consecutive school years of service in the schools of Northwood.
 2. A teacher granted leave pursuant to Section A and B above shall receive one half of his annual salary for a one academic year of sabbatical leave.
 3. A teacher granted leave pursuant to Section A or B above shall receive one fourth of his annual salary for one half academic year of sabbatical leave.
 4. A teacher granted sabbatical leave shall agree to continue in the service if the Board for period of two years after the expiration of said leave, failing to do so, the teacher shall refund to the Board, on a prorated basis, any and/or all compensation paid him by the Board, during sabbatical leave.
 5. A request for sabbatical leave shall be submitted, in writing to the principal before contracts are offered for the coming school year. A written statement shall accompany the request, stating the purpose of leave, plan of activity to be pursued, the time involved, and the anticipated value of the experience to the teacher and the Northwood School System.
 6. Request for sabbatical leave will be considered by a committee composed of the principal, the Board's instructional committee, and the President of the Association. The committee shall make a recommendation to the Board. Sabbatical leave will be limited to one per year. Should more than one teacher request leave for a given year, priority shall be given to the teacher with seniority of continuous service in the Northwood School District.
 7. Upon return from sabbatical leave, the teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the Northwood School District, during the period of his absence and is eligible for promotion.
 8. Regular deductions for the teacher's pension and annuity fund and such other deduction required by law or authorized by the teacher shall be made from the compensation granted by the Board for the purpose of said leave.

ARTICLE XVIII
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The Board agrees to the following:

1. To reimburse the teacher twenty five dollars per semester credits earned. The credits earned shall be in academic work or courses having meaningful application to the position held by the teacher as determined by the principal and the Board.
2. Semester credit reimbursement shall apply only when the teacher is under contract to the Board.
3. The Principal and the Board shall establish the form and procedure for semester credit reimbursement.
4. The maximum number of semester credits approved for any one year shall be thirty. A grade of "c" or the equivalent is required for reimbursement purposes.

B. Teachers interested in benefiting from Part A above shall discuss study plans with the principal prior to course enrollment. The principal shall issue an authorization to the teacher, approving the course for reimbursement.

C. Reimbursement shall be paid, after regular meetings of the Board of Education in these months:

September for the Summer Session -- February for the Fall Semester
 July for the Spring Semester

Provided the certification of Grades in courses is submitted to the board prior to its regular meetings these three months.

D. This article does not apply to Article XVII, preceding.

ARTICLE XIX
INSURANCE PROTECTION

A. The Board shall continue to provide health-care insurance for each teacher. The Board shall pay the full premium for each teacher under a full school year or twelve (12) month contract.

1. Health care insurance may be the State Employees Plan, the Public and School Employees Health Benefits Program or another health care plan.

B. The Board shall pay in addition to single coverage 100% National Insurance up to and including Class II of Plan I.

C. For each teacher who remains in the employ of the Board for the full school year, the Board shall make payments of insurance premiums to provide insurance coverage of the full twelve months period beginning September 1 and ending August 31. Payments are to be made to assure uninterrupted coverage.

- D. The Board shall request the insurance carrier to make available to each teacher descriptive information on the health-care insurance plan provided in accordance with this, Article.

ARTICLE XX
DEDUCTION FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its teachers dues for Northwood Education Association. The Hanover County, the State of Academia, or the National Education Associations, or any contributions such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deduction to be limited to the organizations listed above, as one payment.

Said monies together with records of any corrections shall be transmitted to the treasurer of the Northwood Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to be appropriate association or associations. Teacher authorization shall be in writing.

2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

3. Any teacher may have authorized deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate association.

ARTICLE XXI
MISCELLANEOUS PROVISIONS

- A. Any individual contract between the Board and an individual teacher heretofore and hereafter executed, shall be subjected to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this agreement, this agreement during its durations shall be controlling.
- B. Publications and distribution of this Agreement shall be the expense of the Board and the Association on shared (50/50) cost basis and presented to all teachers currently employed, members of the Board and all new teachers at the time of their employment.

- C. Whenever any notice is required to be given by either or the parties of this Agreement to the other, pursuant to the provision of this Agreement, either party shall do so by registered letter at the following:
1. If by Association, to Northwood High School, Box 104
 2. If by Board, to Northwood High School, Box 104
- D. If any provision of this Agreement or an application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXII
DURATION OF AGREEMENT

- A. This Agreement shall be in effect July 1, 1975 and in effect until September 1, 1976 and from year to year thereafter, subject to the Associations right to negotiate over a successor agreement as provided in Article II.
- B. If either party shall desire to change this Agreement, it should give notice of such desire to the other party by November 1st of the contract year.
- C. If the parties have not reached Agreement on or before June 30th all the provisions of the Agreement shall continue in effect.
- D. In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents and Secretaries.

Northwood Board of Education

Northwood Education Association

President

President

Secretary

Secretary

Date

Date

NORTHWOOD BOARD OF EDUCATION
SALARY SCHEDULE 1974-1975

STEP	Non-Degree	B.A.	M.A.	M.A.+30	Doctorate
1	8,600	10,000	10,550	11,500	12,350
2	8,900	10,350	10,900	11,825	12,700
3	9,200	10,700	11,250	12,150	13,100
4	9,500	11,075	11,625	12,550	13,550
5	9,800	11,475	12,175	13,050	14,000
6	10,100	11,900	12,575	13,400	14,400
7	10,400	12,300	12,950	13,850	14,850
8	10,700	12,500	13,375	14,275	15,350
9	11,000	12,925	13,775	14,850	15,850
10	11,300	13,350	14,200	15,375	16,400
11	11,600	13,800	14,675	15,975	17,000
12	11,900	14,275	15,325	16,600	17,600
13	12,200	15,000	16,075	17,325	18,400
14 (max)	12,800	16,465	17,800	19,100	20,200
15 yr.	13,100	16,765	18,100	19,400	20,500
20 yr.	13,200	16,865	18,200	19,500	20,600
25 yr.	13,300	16,965	18,300	19,600	20,700

100% Health Plan coverage to employee and family when requested.

Payment for courses as per Board policy:

20 credits beyond Bachelors and Masters degrees

10 credits beyond M + 30 scale

\$20 per credit including courses being taken
1972-73 school year which have been approved

\$15 per credit to be applied retroactively to
all approved courses taken prior to 1972-73
school year.

The option to receive payment of \$35 per credit
taken up to the maximum stated in above paragraph
in lieu of salary compensation referred to.

NORTHWOOD BOARD OF EDUCATION

1974 - 75

School System StatisticsA. Schools in System and Enrollments

3	Elementary Schools (K-5), enrollment	922
1	Middle School (6-8), enrollment	563
1	High School (9-12), enrollment	833
5	Schools	2318
	Total enrollment	

B. Elementary School Professional Personnel

Teachers	-----	35
Principals	-----	3
Asst. Principals	-----	0

C. Middle School Professional Personnel

Teachers	-----	26
Principals	-----	1
Asst. Principals	-----	1
Counselors	-----	2

D. High School Professional Personnel

Teachers	-----	41
Principals	-----	1
Asst. Principals	-----	1
Counselors	-----	4

E. Professional Staff

Principals	-----	5
Asst. Principals	-----	2
Counselors	-----	6
Librarians	-----	3
Special Education Teachers	-----	6
Learning Assistants	-----	4
Psychologists	-----	.8
Social Workers	-----	1.6
Secretaries	-----	13

F. Administration

Administrators	-----	3
Secretaries	-----	4.5

NORTHWOOD BOARD OF EDUCATION

SALARY SCHEDULE 1974-1975

STEP	Non-Degree	B.A.	M.A.	M.A. + 30	Doctorate
1	8,600	10,000	10,550	11,500	12,350
2	8,900	10,350	10,900	11,825	12,700
3	9,200	10,700	11,250	12,150	13,100
4	9,500	11,075	11,625	12,550	13,550
5	9,800	11,375	12,175	13,050	14,000
6	10,100	11,700	12,575	13,400	14,400
7	10,400	12,100	12,950	13,850	14,850
8	10,700	12,500	13,375	14,275	15,350
9	11,000	12,925	13,775	14,850	15,850
10	11,300	13,350	14,200	15,375	16,400
11	11,600	13,800	14,675	15,975	17,000
12	11,900	14,275	15,325	16,600	17,600
13	12,200	15,000	16,075	17,325	18,400
14 (Max.)	12,800	16,465	17,800	19,100	20,200
15 yr.	13,100	16,765	18,100	19,400	20,500
20 yr.	13,200	16,865	18,200	19,500	20,600
25 yr.	13,300	16,965	18,300	19,600	20,700

100% Health Plan coverage to employee and family when requested.

Payment for courses as per Board policy:

20 credits beyond Bachelors and Master degrees

10 credits beyond M + 30 scale

\$20 per credit including courses being taken
1972-73 school year which have been approved.

\$15 per credit to be applied retroactively to
all approved courses taken prior to 1972-73
school year.

The option to receive payment of \$35 per credit
taken up to the maximum stated in above paragraph
in lieu of salary compensation referred to.

NORTHWOOD BOARD OF EDUCATION

DISTRIBUTION OF TEACHERS

by Degrees & Salary Steps

STEP	NON-DEGREE	B.A.	M.A.	M.A. + 30	DOCTORATE
1		-	*2	*1	-
2		*1	*2	*1	-
3		*1	*3	1	-
4		*2	3	-	-
5		3	4	1	1
6		3	5	1	-
7		2	5	-	-
8		3	7	1	1
9		1	8	2	-
10		2	5	1	-
11		2	5	1	1
12		1	3	2	-
13		1	2	-	-
14 (Max.)		1	2	1	1
15		1	1	1	-
20		-	1	1	-
25		-	1	-	-

Total - 102

Non Tenured - 13

* Non Tenured Distribution on Guide

NORTHWOOD BOARD OF EDUCATION

DISTRIBUTION OFCombined Teachers Salaries byDegrees & Salary Steps

STEP	NON-DEGREE	B.A.	M.A.	M.A. + 30	DOCTORATE
1			21,100	11,500	
2		10,350	21,800	11,825	
3		10,700	33,750	12,150	
4		22,150	34,875	-	
5		34,125	48,700	13,050	14,000
6		35,100	62,875	13,400	-
7		24,200	64,750	-	-
8		37,500	93,625	14,275	15,350
9		12,925	110,200	29,700	-
10		26,700	71,000	15,375	-
11		27,600	73,375	15,975	17,000
12		14,275	45,975	33,200	-
13		15,000	32,150	-	-
14 (Max.)		16,465	35,600	19,100	20,200
15		16,765	18,100	19,400	-
20		-	18,200	19,500	-
25		-	18,300	-	-

AVERAGE SALARY: \$13,757

NORTHWOOD BOARD OF EDUCATION

Distribution of Increments by Degrees & Salary Steps1974 - 1975

STEP	B.A.	M.A.	M.A. + 30	DOCTORATE
1-2	350	350	325	350
2-3	350	350	325	400
3-4	375	375	400	450
4-5	300	550	500	450
5-6	325	400	350	400
6-7	400	375	450	450
7-8	400	425	425	500
8-9	425	400	575	500
9-10	425	425	425	550
10-11	450	475	600	600
11-12	475	650	625	600
12-13	725	750	725	800
13-14	1465	725	775	800
14-15	300	300	300	300
15-20	100	100	100	100
20-25	100	100	100	100

DEMOGRAPHIC DATAI. Family Median Income -

	<u>Northwood</u>	<u>Hanover County</u>	<u>Difference</u>
1960 -----	\$ 7,546.	\$ 6,525.	+ \$1,021. Median
1970 -----	11,757.	11,981.	- 224. Median
1970 (Mean) -----	13,418.	12,974.	+ 444. (Mean)

Hanover County - 1970

<u>Community</u>	<u>Mean</u>	<u>Median</u>	<u>Difference</u>
Glenville -----	\$16,108.	\$14,845.	- 1,163.
New Milford -----	15,510.	13,703.	- 1,807.
Weston -----	14,662.	12,914.	- 1,748.
Oakland -----	14,315.	12,900.	- 1,415.
NORTHWOOD -----	13,418.	11,757.	- 1,661.
Farmington -----	12,468.	11,695.	- 773.
Riverton -----	10,720.	9,589.	- 1,131.
Hanover County Average -----	12,974.	11,981.	- 993.

II. Marital Status -

	<u>1960</u>			<u>1970</u>		
	<u>male</u>	<u>female</u>	<u>total</u>	<u>male</u>	<u>female</u>	<u>total</u>
Single -----	856	862	1718 (20%)	1565	1368	2933 (26%)
Married -----	2886	2932	5818 (69%)	3491	3566	7057 (61%)
Widow/Divorced--	170	68	854 (11%)	240	1045	1285 (13%)
Separated -----				69	138	207

III. Population by Age -

	<u>1960</u>			<u>1970</u>		
	<u>male</u>	<u>female</u>	<u>total</u>	<u>male</u>	<u>female</u>	<u>total</u>
Under 24 -----	1745	1712	3457	2975	2897	5872
Over 25 -----	3482	4110	7592	3902	4611	8513
	<u>5227</u>	<u>5822</u>		<u>6877</u>	<u>7508</u>	
	11,049			14,385		

1960 ----- 31% under 24

----- 11.2% over 65

1970 ----- 41% under 24

----- 10% over 65

IV. Population by Race -

	<u>1960</u>	<u>1970</u>
Black -----	194 (1.8%)	842 (5.2%)
White -----	10,833 (98%)	13,462 (94.3%)
Other -----	22 (.2%)	81 (.5%)

V. Number of Households -1960 ----- 3,6231970 ----- 5,199

Number of children used for allocation of Title I Funds - Federal Government Figures; AFDC, Welfare, etc.

1966 ----- 113

1973 ----- 197 (74% increase)

Number of Children Receiving Free Lunch -

	<u>Middle</u>	<u>1973 High</u>	<u>Total</u>
Cleveland ----- 3	12	7	22
Lincoln ----- 30	20	9	59
Madison ----- 40	22	18	<u>80</u>
Middle ----- 54			
High ----- 34			
<u>161</u>			161

	<u>Middle</u>	<u>1972 High</u>	<u>Total</u>
Cleveland ----- 5	4	2	11
Lincoln ----- 46	17	9	72
Madison ----- 35	20	14	<u>69</u>
Middle ----- 41			
High ----- 25			
<u>152</u>			152

Population by Household - Relationship - Family Households -

<u>Total in Family Household</u>	<u>Husband Head</u>	<u>Other Male Head</u>	<u>Female Head</u>	<u>Wife Head</u>
Northwood --- 12,633	3,340	115-14%-	424	3,340
Hanover Cty -543,001	130,990	3,876	11,584	130,990

Other Relative
Head

Northwood ----	5,414
Hanover Cty --	265,561

Percentage of Non-Husband Headed Households-

Northwood -----	14%
Hanover County ----	10.5%

SCHOOL DATAChart of enrollment for the Last Six Years by Schools-

	1968	1969	June 1970	1971	1972	1973	Dec. 1973
Lincoln School -----	425	420	454	422	389	361	329
Cleveland School ---	364	342	345	332	311	278	266
Madison School -----	415	418	406	397	369	350	327
Middle School -----	628	631	622	582	589	599	563
High School -----	870	922	913	866	846	834	833
TOTALS -----	2702	2733	2740	2599	2504	2422	2318

Composite Statistics -

CLASS	Mean I.Q. Scores	Four Year College	Two Year College	Other Schooling	Advanced Placement Percent Taking	Advanced Placement Number of Tests	Advanced Placement Average Score	College Board Mean Scores - VERBAL	College Boards Mean Scores - MATH
1962		55%	4%	6%				479	507
1963		57%	8%	12%				495	510
1964		62%						500	533
1965		57%			16%	1.7	3.17	518	538
1966		60%			18%	1.5	3.67	532	552
1967		62%			12%	1.4	3.73	497	530
1968	112	62%	10%	7%	17%	1.5	3.63	525	538
1969	112	62%			17%	1.5	3.94	510	538
1970	112	60%			11%	2	3.94	526	537
1971	109	53%	16%	4%	8%	1.6	3.90	494	520
1972	110	57%	13%	6%	6%	1.5	3.85	496	518
1973									
1974	105.57								

Mean I.Q. Scores-

<u>Year</u>	<u>Score</u>	<u>Test</u>
1964 -----	112	Large Thorndike - 9th Grade
1965 -----	112	"
1966 -----	112	"
1967 -----	109	"
1968 -----	110	"
1969 -----		
1970 -----		
1971 -----		
1972 -----	105.5	SFTAA - 10th Grade
1973 -----	105.1	"

	<u>1973</u>	<u>Third</u>	<u>Fifth</u>	<u>Eighth</u>	<u>Tenth</u>
		<u>Grade</u>	<u>Grade</u>	<u>Grade</u>	<u>Grade</u>
Cleveland -----		113.9	117.8		
Lincoln -----		94.1	98.7		
Madison -----		107.5	107.7		
All Elementary -----		105.3	105.7		
Middle School -----				109.4	
High School -----					101.5

	<u>1972</u>	<u>Third</u>	<u>Fifth</u>	<u>Eighth</u>	<u>Tenth</u>
		<u>Grade</u>	<u>Grade</u>	<u>Grade</u>	<u>Grade</u>
Cleveland -----		110.5	112.		
Lincoln -----		100.5	102.6		
Madison -----		108.94	104.4		
All Elementary -----		106.1	106.3		
Middle School -----				103.8	
High School -----					105.5

Curriculum-

<u>Class Of</u>	<u>College</u>			<u>Business</u>				<u>General</u>			<u>Did Not Gradu-</u>		
	<u>Preparatory</u>			<u>Education</u>				<u>Boys</u>			<u>ate with Class</u>		
	<u>Boys</u>	<u>Girls</u>		<u>Boys</u>	<u>Girls</u>			<u>Boys</u>	<u>Girls</u>		<u>Boys</u>	<u>Girls</u>	
1962	48	60%	41 89	0	16%	25 25 25	24%	11	36	5	7%	5	10
1963	38	56%	46 84	0	14%	22 22 25	30%	21	46	9	7%	2	11
1968	70	67%	50 120	0	7%	12 12 10	25%	36	46	12	7%	0	12
1971	79	68%	68 147	0	5%	10 10 27	27%	31	58	11	7%	4	15
1972	70	68%	71 141	0	5%	11 11 33	27%	22	55	6	4%	2	8

	<u>1972</u>	<u>1971</u>	<u>1968</u>	<u>1963</u>	<u>1962</u>
Four Year College -----	57%	53%	62%	57%	55%
Junior College -----	13%	16%	10%	8%	4%
Other Schooling -----	6%	4%	7%	12%	6%
Employment -----	19%	24%	19%	13%	28%
Armed Forces -----	4%	1%	2%	1%	7%
Other - Unemployed -----	1%	1%		2%	
Marriage -----		1%		2%	

Percentages of High School Students who Entered Four Year Colleges
Classified by Year of Graduation-

<u>Class Of</u>	<u>0</u>	<u>50</u>	<u>100</u>
1972		57.5	
1971		53.0	
1970		60.4	
1969		61.5	
1968		61.5	
1967		62.3	
1966		60.6	
1965		57.0	
1964		62.1	
1963		56.6	
1962		55.3	
1961		61.0	
1960		65.2	
1959		57.0	
1958		56.9	
1957		48.1	
1956		48.1	

Advanced Placement Records of Classes -

<u>Year</u>	<u>No. of Pupils in Graduating Class</u>	<u>No. of Pupils Taking Tests</u>	<u>No. of Exams Written</u>	<u>Average Score</u>
1965	287	34 (16%)	58 (1.7)	3.17
1966	167	30 (18%)	45 (1.5)	3.67
1967	178	22 (12%)	30 (1.4)	3.73
1968	167	28 (17%)	41 (1.5)	3.63
1969	210	34 (17%)	52 (1.5)	3.94
1970	220	25 (11%)	50 (2.0)	3.94
1971	215	17 (8%)	27 (1.6)	3.90
1972	219	13 (6%)	20 (1.5)	3.85

AP Grading Scale:

- 5 - Extremely Well Qualified
- 4 - Well Qualified
- 3 - Qualified
- 2 - Possibly Qualified
- 1 - No Recommendation

College Board Scores-

	<u>Sample Size</u>	<u>Mean</u>	<u>Range</u>	<u>Nat'l. Average</u>
1972 - Verbal	152	498	230-760	453
Mathematics	152	518	300-790	482
English Composition	96	517	270-730	
1971 - Verbal	160	494	230-786	
Mathematics	160	520	260-800	
English Composition	102	516	320-770	
1970 - Verbal	182	526	200-773	
Mathematics	182	537	258-800	
English Composition	124	495	296-797	
1969 - Verbal	169	510	200-756	
Mathematics	169	538	234-792	
English Composition	94	544	321-762	
1968 - Verbal	138	525	287-759	
Mathematics	138	538	328-800	
English Composition	84	532	318-717	
1967 - Verbal	145	497		
Mathematics	145	530		
1966 - Verbal	122	532		
Mathematics	122	532		
1965 - Verbal	151	518		
Mathematics	151	538		
1964 - Verbal	137	500		
Mathematics	137	533		
1963 - Verbal	121	495		478
Mathematics	121	510		502
1962 - Verbal	104	479		
Mathematics	104	507		

Summary-

1966 - 1972 - Verbal	-36 points
Mathematics	-34 points
1963 - 1972 - Verbal	+ 1 point
Mathematics	+ 8 points

National-

1963 - 1972 - Verbal	-25 points
Mathematics	-20 points

Metropolitan Readiness Test Scores-Mean Percentiles

	<u>1973</u>	<u>1972</u>	<u>1971</u>	<u>1970</u>
Lincoln -----	67%	65%	70%	--
Madison -----	74%	66%	62%	52%
Cleveland -----	76.9%	84.8%	72%	78.9%

Distribution

	<u>Lincoln</u>				<u>Madison</u>									
	<u>1971</u>		1972		1973		<u>1970</u>		<u>1971</u>		<u>1972</u>		<u>1973</u>	
A	13	17%	17	28%	9	17%	8	13%	11	23%	13	21%	17	39%
B	29	38%	16	27%	18	35%	13	21%	10	21%	17	27%	14	32%
C	32	42%	16	27%	21	40%	23	37%	21	44%	24	39%	5	11%
D	2	3%	10	16%	4	8%	15	24%	4	8%	8	13%	8	18%
E	0	0%	1	4%	0	0%	3	5%	2	4%	0	0%	0	0%
	<u>76</u>		<u>60</u>		<u>52</u>		<u>62</u>		<u>48</u>		<u>62</u>		<u>44</u>	

Cleveland								
	1970		1971		1972		1973	
A	11	31%	8	33%	14	70%	17	54%
B	17	47%	10	33%	4	20%	3	15%
C	7	19%	9	34%	1	10%	9	16%
D	1	3%	3		1	10%	0	0%
E	0	0%	0	0%	0	0%	0	0%
	36		30		20		26	

Totals - All Schools						
	1971		1972		1973	
A	32	21%	44	31%	40	33%
B	49	32%	37	26%	35	29%
C	62	41%	41	29%	35	29%
D	9	5%	19	13.5%	12	9%
E	2	1%	1	.5%	0	0%

C.T.B.S. - Below Grade Level-

<u>April, 1973</u>				
<u>Actual Grade</u>	<u>Number of Grades</u>	<u>Cleveland</u>	<u>Lincoln</u>	<u>Madison</u>
	<u>Below</u>			
	1 - 2	0	15	6
	2 - 3	0	7	1
3.7	3+	0	0	0
	Lowest	3.2 (N 57)	1.0 (N 66)	1.4 (N 66)
	Per cent	0%	33.3%	10.6%
	1 - 2	0	17	5
	2 - 3	0	5	1
	3+	0	1	1
4.7	Lowest	3.9 (N 50)	1.6 (N 70)	1.0 (N 60)
	Per cent	0%	32.9%	11.6%

C.T.B.S. - Below Grade Level- (continued)

<u>Actual Grade</u>	<u>April, 1973</u>			
	<u>Number of Grades</u>	<u>Cleveland</u>	<u>Lincoln</u>	<u>Madison</u>
5.7	<u>Below</u>			
	1 - 2	4	19	8
	2 - 3	1	3	4
	3+	0	3	0
	Lowest Per cent	3.4 (N 46) 10.8%	1.0 (N 59) 42%	2.8 (N 63) 19.5%
<u>May, 1972</u>				
3.8	1 - 2	2	12	15
	2 - 3	1	3	3
	3+	0	0	0
	Lowest Per cent	1.8 (N 52) 5.7%	1.4 (N 70) 21.4%	2.4 (N 59) 30.5%
5.8	1 - 2	5	12	12
	2 - 3	1	6	4
	3+	1	1	0
	Lowest Per cent	1.9 (N 62) 11.3%	1.0 (N 60) 31.6%	3.2 (N 68) 23.6%

Estimate of Students Below Grade Level -- 1 - 5 - 1973-74-

	<u>Reading</u>	<u>Math</u>
Lincoln -----	30%	25%
Madison -----	40%	20%
Cleveland -----	22%	13%

Number of Students on Medication -- K - 5 - 1973-74 -

Lincoln -----	4
Madison -----	9
Cleveland -----	2

Foreign Speaking Students-

<u>School</u>	<u>Number</u>	<u>Languages</u>	<u>Program</u>
High School	4	Greek	
	5	Spanish	
	1	Israeli	
	<u>10</u>		
Middle School	2	Greek	Mrs. Holdowsky (1 hr/day)
	1	Yugoslavian	Douglas Tutor
	1	Italian	C. Borri
	<u>4</u>		
Cleveland	2	Greek	Tutor
	2	Arabian	Tutor - Kgn. Aide
	2	Yugoslavian	Rutgers "Big Brother"
	<u>6</u>		

Foreign Speaking Students- (continued)

<u>School</u>	<u>Number</u>	<u>Languages</u>	<u>Program</u>
Madison	1	Hindu	Individual classroom
	2	Greek	Teachers work with
	3		these students
Lincoln	1	Yugoslavian	Media Center (3 days/wk)
	1	Chinese	Distar Reading Program
	1	Italian	In regular class -
			processing
	3	Greek	High School Tutor
	6		(Average 1/2 hr./day)

Number of Children Referred to Special Services and their Subsequent Disposition-

<u>Number Referred</u>	<u>1</u> <u>O.H.</u>	<u>2</u> <u>A.H.</u>	<u>3</u> <u>EX.</u>	<u>4</u> <u>ED.</u>	<u>5</u> <u>TRAIN</u>	<u>6</u> <u>N.I.</u>	<u>7</u> <u>E.D.</u>	<u>8</u> <u>P.I.</u>	<u>9</u> <u>V.H.</u>	<u>Total.</u> <u>Classified</u>
1968				7		3				10
1969			1	12	1	7	7	14	1	43
1970 (Incomplete Records)		1		3	1	3	1			
1971 69	1	1	1	7	3	2	4	6		25
1972 55				5	1	2	5	7		20
1973 46				2	1	5	5	11		24

1. Orthopedically Handicapped
2. Auditorally Handicapped
3. Excluded Handicapped
4. Educable
5. Trainable
6. Neurologically Impaired
7. Emotionally Disturbed
8. Perceptually Impaired
9. Visually Handicapped

Northwood Students Placed in Special Classes-

<u>Year</u>	<u>Outside the District</u>	<u>Within the District</u>	<u>Total</u>
1965-66 -----	11	1	12
1966-67 -----	14	1	15
1967-68 -----	11	6	17
1968-69 -----	19	9	28
1969-70 -----	21	19	40
1970-71 -----	24	23	47
1971-72 -----	30	26	56
1972-73 -----	19	40	59
1973-74* -----	20	40	60

* Estimated

BUDGET SUMMARY

NORTHWOOD PUBLIC SCHOOLS
PROPOSED 1974-75 SCHOOL BUDGET

Account Description	1973-74	1974-75	Increase	Reasons
<u>Administration</u>				
Salaries:				
Administrators (3)	123,936.00	130,125.00	6,189.00	Increments, salary raises \$7,000 of Admin. Asst. salary reimbursed by State
Secretaries (4 1/2)				
Custodian, School Funds				
Contracted Service, Auditor, Legal	6,200.00	6,500.00	300.00	Increase for auditor
Central Office Expenses	16,175.00	18,865.00	2,690.00	State Board dues increase mandated by law, postage increase, supply costs, advertising
State Board dues, Supplies				
Postage, election expenses, other office expenses				
TOTAL	146,311.00	155,490.00	9,179.00	
<u>Instruction</u>				
Salaries, Principals				Contracted Increases
5 Principals, 2 Asst. Principals	169,556.00	183,542.00	13,986.00	
Salaries, Teachers(102)	1,510,482.00	1,597,072.00	86,590.00	Increments, raises, No final salary agreement at this time. Lunch room aides.
Substitutes, Supplemental, Para professionals, teacher aides, summer school				
Salaries, Other Instruction--				
6 Guidance, 3 Librarians, 6 Special Ed. teachers, 4 learning assts.; .8 Psychologist, 1.6 social workers	376,017.00	420,400.00	44,383.00	Increments, raises; 1 additional teacher, 1 additional day for Social Worker.
Salaries, Secretaries(13)	100,764.00	106,700.00	5,936.00	
Textbooks	29,127.00	29,405.00	278.00	Increased costs and increased supplies.
Library	17,950.00	17,470.00	480.00	
Audio Visual	24,610.00	27,250.00	2,640.00	Increased costs of same materials.
Instructional Supplies	62,710.00	67,905.00	5,195.00	
Other Instructional Expenses				Computer for instruction costs, increased costs of supplies.
Office supplies, professional books, travel expenses,	39,300.00	39,950.00	650.00	
TOTAL	2,330,516.00	2,489,694.00	160,138.00	

Account Description	1973-74	1974-75	Increase	Reasons
Health Services				
Salaries, staff (5 nurses, part-time doctor)	64,422.00	69,850.00	5,428.00	Increments, cost of living increases
Other expenses, health supplies	3,800.00	3,825.00	25.00	
TOTAL HEALTH SERVICES	<u>68,222.00</u>	<u>73,675.00</u>	<u>5,453.00</u>	
Transportation				
Salaries, 3 bus drivers	9,720.00	15,000.00	5,280.00	Additional driver
Contracted services	26,500.00	28,500.00	2,000.00	Additional routes, increase contract costs
Vehicle addition		7,500.00	7,500.00	16 passenger bus for Special Ed., athletics, field trips.
Field trips, all schools	20,500.00	23,975.00	3,475.00	Increased costs of buses.
Other expenses, insurance, repairs, gasoline	3,750.00	3,750.00		
TOTAL TRANSPORTATION	<u>60,470.00</u>	<u>78,725.00</u>	<u>18,255.00</u>	75% of transportation costs for handicapped students reimbursed by State.
Operation of Plant				
Salaries, custodians (22) substitutes, part-time, DEAL	208,604.00	225,403.00	16,799.00	Increments, cost of living increases
Heat	65,000.00	75,000.00	10,000.00	Increased cost of oil
Water, Sewer	4,000.00	4,000.00	--	
Electricity	55,000.00	60,000.00	5,000.00	Increased cost of electricity
Telephones	14,000.00	16,000.00	2,000.00	Increased costs.
Custodial supplies	16,000.00	18,000.00	2,000.00	Price increases
TOTAL OPERATION OF PLANT	<u>362,604.00</u>	<u>398,403.00</u>	<u>35,799.00</u>	
Maintenance				
Salaries, (4) summer help	46,402.00	47,673.00	1,271.00	Increments, cost of living increase
Contracted Services, Athletic fields, oil burner service, general repairs	21,550.00	22,500.00	950.00	Increased costs

Account Description	1973-74	1974-75	Increase	Reasons
<u>Maintenance contd.</u>				
Equipment replacement	23,300.00	23,700.00	400.00	Planned replacement program
New Equipment	27,500.00	25,400.00	2,100.00	Normal additional equipment for schools
Maintenance supplies, paint, glass, custodial supplies	<u>23,750.00</u>	<u>24,750.00</u>	<u>1,000.00</u>	Increased costs
TOTAL MAINTENANCE	142,502.00	144,023.00	1,521.00	
<u>Fixed Charges</u>				
Retirement	35,000.00	35,000.00		
Social Security	27,000.00	30,000.00	3,000.00	Increased costs
Local Pensions	<u>2,000.00</u>	<u>2,000.00</u>		
Insurance; Health, Workmen's Compensation, multi-peril Auto Liability, Athletic	107,500.00	128,500.00	21,000.00	Increased costs Health Plan
Tuition	<u>85,000.00</u>	<u>85,000.00</u>		
TOTAL FIXED CHARGES	256,500.00	280,500.00	24,000.00	
<u>Food Service</u>	4,000.00	8,000.00	4,000.00	Increased Costs
<u>Student Activities</u>				
Salaries	38,718.00	42,541.00	3,823.00	Additional soccer, tennis, raises
Other expenses, clubs, graduations, assemblies	9,875.00	10,500.00	625.00	Increased costs
Interscholastic athletics boys and girls	26,000.00	37,000.00	11,000.00	soccer, girls tennis, increased costs, officials, equipment
Drama	<u>7,000.00</u>	<u>7,000.00</u>		
TOTAL STUDENT ACTIVITIES	81,593.00	97,041.00	15,448.00	
<u>Community Services</u>				
Salaries, Recreation and Adult School	3,250.00	3,200.00	- 50.00	Maintain present program
TOTAL CURRENT EXPENSES	\$4,211,209.00	4,527,287.00	316,078.00	

Account Description	1973-74	1974-75	Increase	Reasons
<u>Capital Outlay</u>				
Remodeling windows, ceilings, flooring	15,000.00	35,000.00	20,000.00	Continued replacement of windows; repair ceilings, replace floors.
Built-in Equipment, Public Address system auditorium, Middle School	10,000.00	10,500.00	500.00	Sound system for auditorium, Middle School
TOTAL CAPITAL OUTLAY	25,000.00	45,500.00	20,500.00	
<u>Debt Service</u>				
Principal	147,000.00	152,000.00	5,000.00	Continue reduction of debt.
Interest	175,943.50	170,368.50	- 5,575.00	
TOTAL DEBT SERVICE	322,943.50	322,368.50	- 575.00	
TOTAL BUDGET	\$4,559,152.50	\$4,895,155.50	336,003.00	

<u>REVENUE</u>				
	1973-74	1974-75	Increase	Percent
<u>Borough Taxes</u>				
Current Expense	3,559,958.00	3,958,208.00	398,250.00	
Capital Outlay	25,000.00	15,500.00	20,500.00	
Debt Service	285,015.50	284,440.50	- 575.00	
Total	3,869,973.50	4,288,148.50	418,175.00	10.8
<u>State Aid</u>				
Formula	365,750.00	359,651.00	-5,699.00	
Transportation	22,088.00	24,582.00	2,194.00	
Atypical	155,513.00	148,846.00	-6,667.00	
Building Aid	37,928.00	37,928.00	--	
Total	581,179.00	571,007.00	- 10,172.00	
Investments	10,000.00	12,000.00	2,000.00	
Miscellaneous	13,000.00	12,000.00	- 1,000.00	
Surplus Appropriation	85,000.00	-----	- 85,000.00	
Tuition		5,000.00	5,000.00	
Federal Aid		7,000.00	7,000.00	
Total	4,559,152.50	4,895,155.50	336,003.00	7.37

BUDGET PERCENTAGES

	1973-74	1974-75
Administration	3.21	3.18
Instruction	67.68	67.17
Health Services	1.50	1.51
Transportation	1.33	1.61
Operation of Plant	7.95	8.14
Maintenance	3.13	2.94
Fixed Charges	5.63	5.73
Cafeteria	.08	.15
Student Activities & Community Services	1.86	2.05
Capital Outlay	.55	.93
Debt Service	7.08	6.59

FEDERAL FUNDS RECEIVED - 1973-74

Title I	\$ 73,833.00	
Title II	3,162.25	
Adult Education	7,811.00	
Introduction to Vocations	400.00	
DEAL	2,624.00	
Cooperative Education	2,064.00	
Federal Lunch Subsidy	35,000.00	(estimate)

FEDERAL FUNDS RECEIVED - 1973-74

CONTINUED

Mini grant	800.00
Surplus Materials	<u>7,477.00</u>
Total	\$132,671.25

TAX USE COMPARISON

Per cent of local taxes used for schools

Year	Schools	Local	County
1966	64.5	18.4	14.8
1968	65.4	18.9	13.7
1970	73.8	10.1	14.4
1971	72.9	10.1	15.4
1972	67.0	13.0	19.0
1973	66.5	18.0	13.2
1974	65.5	20.4	12.9
Hanover County Average 1974	66.4		

Local Tax Costs For Schools and Municipality

Year	Schools	Municipal
1970	\$2,890,398.93	\$ 374,557.72
1971	3,223,705.22	427,941.00
1972	3,539,434.75	953,132.00
1973	3,710,420.25	1,039,513.00
1974	3,869,973.50	1,191,864.29

Per Cent of Budget Increase - Local Tax Use

1971	11.5	14.0
1972	9.8	122.7
1973	8.8	9.0
1974	4.3	14.7

Total Budget Increase

1971	10.5	12.8
1972	8.8	9.1
1973	5.0	10.3
1974	8.0	9.5
1971-74 Average	8.1	10.4

Budget Increase Over the Same Five Year Period

36.2	48.6
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PRICE INCREASE COMPARISONS -- 2 YEAR SPAN

<u>Item</u>	<u>1971-72</u>	<u>1973-74</u>
<u>Gas & Electric</u>	price per kilo 3.3¢ kilo 1,408,406 Cost \$47,793.61	price per kilo 5.3¢ Kilo (est.) 1,259,670 Cost (est.) \$65,453.05
<u>Telephone</u>	10,872.19	(est.) 13,800.00
<u>Heating</u>	per gal. .1089 Total gallons 385,328 Cost 34,266.56	per gal. .3863 Est. Total gals. 240,750 Cost (Est.) 90,000.00
<u>Paint</u>		
Floor guard	grey 3.33 per gal red 3.51 " " green 3.51 " "	grey 5.15 per gal red 5.50 " " green 5.60 " "
<u>School Furniture</u>		
60" round table	95.75	111.41
60" octagon table	98.65	116.81
48" square	79.75	100.23
Chairs	7.50	8.55
Slimline bulletin boards	31.00	55.50
<u>Office Supplies</u>		
Duplicating fluid	1.18 per gal	2.00 per gal.
Stencils	3.80 per box	10.40 per box
Mimeo paper 8½x11	.89 per ream	2.16 per ream
8½x14	1.13 " "	2.74 " "
(Colored) 8½x11	.99 " "	2.29 " "
8½x14	1.25 " "	2.91 " "
Duplicating paper	.80 " "	2.19 " "
Bond Paper	2.90 " "	5.90 " "
<u>Audio Visual</u>		
Projector	409.00	440.00
Cassette Recorder	59.95	72.95
Projector Bulbs BLC	.60	7.64
DKM	3.30	5.61
<u>Textbooks</u>		
Introductory Algebra	4.50	5.40
Our Language Today	3.69	4.08
Foundation of Chemistry	6.90	9.15

COMPARISON BUDGET INCREASES IN OUR AREA

	<u>Per cent increase</u>
Talmyra	18.9
Edmund	15.0
Stanton	14.9
Greensboro	14.6
Eugene	14.0
Cliffside	11.7
Brookline	10.8
Middlebury	10.5
East Stanton	10.4
Glenville	10.3
Centerville	10.2
Oakland	9.76
Farmington	9.5
Stonycreek	9.2
Jefferson	8.0
Somerset	8.0
Sutliff	7.9
Northwood	<u>7.37</u>
Peyton	<u>7.0</u>
New Milford	6.67
Linwood	5.7

DATA SOURCES AND INFORMATION APPLICATIONS
by

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(The opinions expressed are those of the author and do not necessarily reflect the official policy or position of the U.S. Department of Labor)

Data Sources and Information Applications

Data sources and information application, education and collective bargaining are three terms which cannot be put together coherently without (1) some understanding of what is meant by the words "data sources and information" and how and why the information has been produced and used in decision-making within public elementary and secondary education; (2) an assessment, however sketchy, of the social and political setting of public education today, including some of its areas of institutional vulnerability; (3) a view of collective bargaining as a social, political, and economic process.

Laying out my presentation in this manner already reveals many of my own assumptions, values, and biases. I am a "true believer" in information, public education, and collective bargaining, and I would like to see them cohabit fruitfully. Words like data information "and" sources presumably have to do with our knowing something. One of my assumptions is that I believe we do exist in the real world which is intelligible, that is capable of being known, and in which we can function, even though we don't always do so in a rational manner.

One of the things we have experienced before in precisely this manner and it produces uncertainty. We begin the rational process of coping with change by identifying and observing and recording the various kinds of messages by which change becomes evident. The end product of this process of organizing these messages about change is

what we commonly call "data." The other assumption I would make is that few of us want to live with uncertainty. Uncertainty by definition means that we are confronted with a situation in which there are alternatives--that is, we have a problem. If there were no alternatives, that is, if the situation were pre-determined and we had no freedom to act, then there would be no uncertainty and no problem.

When an individual singles out one of his problems and finds data available to him--materials to help him solve the problem--he is converting or isolating the information from data. Thus, when we speak of information, we are dealing with evaluated information--evaluated data on a specific situation. Note that a given message may remain constant in concept, yet under this approach it may change from the status of information when it is put to use in making a decision. Information consequently is shaped by a particular problem and is matched by specific data needed for the solution of that problem.

It should be apparent in this presentation that facts, data, never speak for themselves and can only become relevant and useful when they are related to problems reflecting the needs and values of decision-makers in a given situation. Collective bargaining is a social process which prompts the identification and definition of various specific problems arising between two sets of actors in a given situation. Interaction between them in some structures of collective bargaining may generate much of the information required for the solution of mutual problems. The real role of which I have spoken earlier consists of a large number of identifiable sets of interrelated problems arising from our human condition. The per-

sistence of these kinds of problems in these times has led us to establish norms of procedures for dealing with these problems and social institutions combined have comprised our culture.

While there are many classifications, I have found six of them are useful to this discussion: the family, the educational institution, the political, the political, the religious, and the recreational institution. For our purposes, these social institutions are noteworthy because each of them has developed subsidiary mechanisms for data collection, analysis, and dissemination of information within their respective areas of concern. Each of these institutions indicated has its own unique characteristics to which it has adapted the elements of the general model I will be presenting. My model is essentially a description of the sequential stage of processes data undergoes from their points of origin to their eventual use in decision making. The first stage is production. The second general stage is transmission. The third state is provision and the fourth one is utilization.

In the production of data information there are actually three main components. The first set of components is the individuals responsible for the origination of primary data. Within the field of educational collective bargaining are the Bureau of Labor Statistics (BLS) in the Department of Labor and the U.S. Bureau of the Census. Another potential producer of primary data is possibly the National Center for Educational Statistics for their commercial professional survey team like Endicott and others. Those are some of the organizations that produce primary data as their principal mission. Other people produce primary data as a major, but subsidiary, activity. Unions on both national and state levels procure and compile original primary data, primarily for the use of their own members' operations.

The professional educational associations compile administrative data, for example, coming from the operation of certain governmental agencies. State education agencies at some levels, and then to a more limited extent, individual school districts and union locals will compile primary data on their own activities and needs for collective bargaining; however, they are not organized for the purpose of producing primary data. Newspapers and other reporting media sometimes function as primary sources. The second component in the production of data includes information developers. Remember our definition for information. Information essentially comes from someone who combines data with a problem--people like BLS, for example, are constantly compiling data. But until the data are put into an analytical framework for specific purposes they are not information. But there are a tremendous number of organizations in our society even in the relatively narrow field of collective bargaining --who in fact are information producers. Some of the types of organizations involved in this are the universities and their related institutes, associations of governments and government officials (such as education departments in the states), and the American Association of School Administrators. There are teacher unions, there are commercial reporting services (such as the Bureau of National Affairs, Prentice-Hall, Commerce Clearing House), the Educational Service Bureau, and others, who in this particular role are as much publishers as they are developers of information. There are also not-for-profit research organizations such as the Rand Corporation, just to name a few of the many hundreds in this area. Governmental agencies at federal, state, and local levels are also information producers in the sense of taking

data and relating it in an analytical framework to get policy and programs developed in specific problem areas. At the federal level, logical candidates for this function are the U.S. Office of Education and the National Institute of Education, with a possible subsidiary role in educational collective bargaining for the labor-management services administration in the department of labor in my own agency, the Federal Mediation and Conciliation Service, that has a continuing research interest in anything relating to dispute resolutions. At the state level, the information developers are in the state education agencies, state boards of education and the public relations board. Even the labor committees of the legislature can fulfill this function within their respective spheres. Then at the local level, most superintendents' staffs have the responsibility of keeping their board members informed and so on. There are public interest groups such as the PTA, the Taxpayers Association, League of Women Voters, and the newly-formed national committee for Citizens for Education. There is a whole set of people who are trying data, looking at this real world, and trying to come out with information which is focused on their analysis of a particular problem and situation. The third component in the production of data is the publishers. The publishers are in this first category rather than in the transmission category because every publisher has a significant impact on the content of things he selects to publish and the things he doesn't select by the way that he edits and so on. Publishers, in a way, although they are not as important as either the producers of data, or information developers, still have a great impact on the kind and quality of information which is placed in transmission channels for eventual utilization.

The stage I have listed as second links all of the activities of the other stages in my model because it consists of the channels,

technology, and method for the movement of data and information through time and space. In my model the transmission stage utilizes four general formats for the distribution of information and data.

(1) Impromptu discussion and formal consultation, telephone consultation, formal speech making, seminary discussions; (2) Printed written formats, from books to records, to bibliographies and abstracts newsletters, directories, personal letters; (3) Audio-visual formats. Many of us have only begun to realize the potentialities and the usefulness of the different capabilities and freedom in this medium; most of us haven't gone much beyond the level of tape recorders and a few other things. Finally, (4) the last major one is the whole set of electronic channels, technologies, procedures. It has a great potential--potential for misuse as well as use.

Some of the above formats and their subcomponents are more appropriate and capable of transmitting certain kinds of data and information for different purposes at varying costs and other characteristics than are others. Knowing how to combine the various types of components of information technology to our own best advantage is not an easy task today. The development of computer-based information undoubtedly will have a significant impact on us in the future. It will be great impact on information transfer. These facilities have the social function of acting as reservoirs of data information: absorbing the continuous output of information producers, organizing it in computer language, storing it until signalled for by users in the utilization stage of my model. It smooths the flow of information within society, it provides greater dependability, predictability, and availability of information than would otherwise occur.

There is an extensive range of different types of organizations which perform this social function; among the most familiar are libraries

Libraries have a very large number of sub-sets: the public library, school library, academic libraries, special libraries of various types and governmental agency libraries. Another form represented in the educational field is the "Eric System," which really combines two types of such information facilities: the information clearing houses and the information analysis center. Another type of facility in this field which is developing rapidly includes the commercial data services and data banks. There are many companies which, on a commercial or profit basis, have organized data banks for which you can contract and have access to on an as-needed basis. Do you want to own your own computer. There are jobbers of information just as there are jobbers of any other commodity today. As a matter of fact, many of them can give you a better bargain for your information dollar by having them manipulate the systems that they know. Then you don't have to learn how to interrogate these particular types of systems. Archives are another kind of facility, we don't hear much about them.

I have sympathy with the mammoth problems of librarians in trying to maintain a permanent record of human activity. There are different kinds of organizations which are not merely passive entities in the information transfer process. They play an active role in identifying potentially useful information for their clientele, often obtained from obscure, little known sources. They engage in informal operations which some information experts call "information reorganization," which involves the description, representation, and indexing of information. What they have called "description representation" is referred to by librarians as "descriptive and subject cataloguing." Some organizations in this category carry information and reorganization much further.

Information analysis centers for example combine, analyze and evaluate a variety of sources to meet the often sophisticated information needs of decision making. In all of these information facilities the files are organized for the retrieval of specific information to facilitate further use of that information on a controlled basis to the utilizers' stage of my model.

The utilization stage of my model consists of those individuals and organizations whose activities are intended to have a direct impact on problematic situations in what I have been calling the real world. In effect, they are continuously engaged in decision making under conditions of uncertainty and information is sought to increase predictability and control over their operations. Organization becomes the process of assigning problems to the most qualified individual or individuals. The most qualified person is the one who needs as little information service as possible to make the best decisions.

In my notion of things any organization, to be in control of its operation and to give direction to its activity, must have access to and use three types of information: (1) information from its external environment; (2) information about its own internal operations; (3) information from the past about its prior organizational experience.

As we look more specifically at the social and political setting of public elementary and secondary education today and some of its areas of institutional vulnerability, we can see the need for these three types of information, particularly when referring to collective bargaining. In speaking of what we call the social and political setting of education, it seems to me the role of public education in our American society has been a unique one. America was perceived as a new land and education became the chief instrument by which that new land was to be developed.

The educational institutions became the chief vehicles in which most people placed their trust to ensure their children would have better lives than they did. Consequently, social expectations have relied on public education. It seems to me that it has become exceedingly excessive and that we expect public education in this country to solve all our social ills for integration or economic advancement and for a whole range of purposes. When our expectations about education are not met, then in our frustration and anger, we have another crisis in education.

It's always much easier to put the blame on scapegoats than to face the inadequacies of our total social structure. Perhaps it is because education has generally been organized as a separate element in the American political system. This separate track for education has had some advantages; the educational system, by and large, has not been trapped into the political system of patronage and a lot of other things as it possibly might have. There also have been some very serious disadvantages. One disadvantage is that the educational institution in a way has been outside the mainstream of political life in this country. It has had to build its own relationships, and it hasn't always done so successfully. When it comes to getting the kind of support that is needed from society in order to achieve educational objectives the support isn't always there.

Another disadvantage is that the models of administrative structures which have been used in school systems have not always been commensurate with their needs. More and more we have seen the emergence of the one big happy family concept in American education which later was not able to bear up under the strain. We ended up eventually with this one big happy family concept and a view of professionalism which had as its central value a kind of consultation approach. Unfortunately, the

exercise of that consultation approach didn't redistribute the basic power or decision making within that organization. Another contribution to our present problem in educational administration is a kind of unanticipated consequence of the school district consolidation movement. Obviously there were gains and efficiencies and better utilization of personnel and perhaps better education for children in terms of larger and larger units, it also has led to an increasing depersonalization and lack of contact with parents and other people.

The combination of these elements have resulted in some basic shifts in public attitude in the sixties. Beginning with, I would say roughly, the Kennedy administration there was a movement for "personal experience" and desire for greater control at the local and personal level. The whole concept of social institutions today is social authority. Many of our values which we have taken for granted in previous years came under severe attack in the sixties. The conventional system of running institutions no longer sufficed and the institution of education has had its share of criticism.

The problems of education are a part of its uniqueness as an institution. First the goals and objectives of education are multiple, ill-defined, and unagreed upon. Second the public policy decision-making processes involve numerous organizations and energies. Three, the end product of the system, the educated are exceedingly difficult to measure substantively, in contrast to industrial products or institutional services, which are more easily measured.

The main instrument that teachers used in giving expression to their sense of values and desires in the period of the sixties was the institution of collective bargaining. Collective bargaining essentially was the concept or social process which originated in the private sector and moved in the sixties and seventies into the public sector.

A kind of classical private sector definition given by one of the students in this field, Harold Davey, is "collective bargaining may be defined as an institutional process, the principal object of which is negotiation between management and union representatives in an effort to reach agreement on the terms and conditions of employment, that is hours, wages, good working conditions. Such negotiation normally results in the signing of a written instrument, termed a collective bargaining agreement for union contracts, sets forth the terms and conditions of employment for a fixed period of time." Another definition comes from Leo Chamberlin, who defines collective bargaining as "the mutual participation of management and labor in the determination of the conditions of their relationship." I really don't think, in many respects, that we have a choice as to whether or not the collective bargaining process is going to face common problems, I think society is forcing us to realize that we have many more problems in common than we think we have and that we had better solve our problems together or there are going to be completely different arrangements made for the education of our children.

INFORMATION SOURCES
ON
COLLECTIVE NEGOTIATIONS FOR EDUCATORS
by
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Until the mid-1960s educational negotiators-- and, indeed, public sector negotiators generally-- depended almost entirely on private sector experiences for resource materials. Since that time there has been a gradual expansion of information sources in public sector labor relations, some of it broadbased in nature and some of it directed specifically to the needs of special interest groups. This paper describes briefly those significant sources having general applicability to public education collective negotiations.

Basic Information Services

Probably the most widely consulted publication providing "current awareness" information is the Bureau of National Affairs' weekly Government Employee Relations Report. A typical issue of this publication is devoted to news on federal, state, and local issues; contract settlements; court decisions and arbitration awards. In addition, it regularly contains a calendar of events, statistical compilations on public employee-employer relations, and the full text of noteworthy contracts. As a supplement to the weekly report, a reference file is provided having texts of federal and state legislation, administrative decisions, basic statistical data, and contract clause provisions.

A somewhat similar publication, although more limited in its coverage, is the two volume loose-leaf service Public Personnel Administration - Labor Management Relations, issued by Prentice-Hall, Inc. It includes biweekly current news along with how-to-do-it sections on collective bargaining problems. One of the volumes is devoted entirely to federal and state-by-state laws, rules, and procedures.

In the education field Educational Service Bureau published Educators Negotiating Service on a bimonthly basis. This service reports on developments in public education collective negotiations throughout the country, legislative and judicial activities, and contract settlements. Special features include the complete text of significant court decisions, fact-finding reports, collective bargaining agreements, and research reports.

Associations and Research Organizations

Contributing to public sector information sources are many associations and research organizations. Publications of some of these organizations are restricted to the membership but a major portion of the material is generally available.

Typical of these is Labor-Management Relations Service of the National League of Cities, United States Conference of Mayors, and National Association of Counties. This service issues the monthly LMRS Newsletter, reporting current developments, news on pertinent court decisions, reports from particular communities, and notices of new publications. Among its other publications are the LMRS Contract Clause Manual and special reports on such subjects as productivity bargaining, arbitration, the role of politics in local labor relations, and employee benefit surveys. Equally important is the International Personnel Management Association, publishers of the bimonthly journal, Public Personnel Management, which, in recent issues, had articles on contract interpretation, bargaining strategy, and management rights. Research reports issued by this association deal with a diversity of topics such as final-offer arbitration, union representation, mediation and fact-finding, and scope of bargaining.

In arbitration, American Arbitration Association provided two loose-leaf services: Labor Arbitration in Government and Arbitration in the Schools. Both of these monthly publications include digests of awards and fact-finding opinions of interest to negotiators.

From the national education professional associations comes an increasing

amount of public sector information, some of it in monographic form and much of it in the journals of the associations. Among these are the Association of Educational Negotiators with its monthly AEN Bulletin containing articles on latest developments in negotiations; the National Education Association and its Collective Bargaining Quarterly (restricted circulation) having position papers, contract analyses, wage data and court, board, and arbitration decisions; and the American Association of School Administrators with its varied publications including such handbooks as Helping Administrators Negotiate and Work Stoppage Strategies.

On a state level educational associations often are the only sources of information that will satisfy local needs. From them frequently it is possible to obtain statistics, contract provisions, and procedural information peculiar to a particular state. Using New Jersey as an example one notes that the New Jersey School Boards Association, as a service to its members, publishes on a regular basis Negotiations News and School Law Reporter as a vehicle to keep its readers up-to-date on pertinent public sector bargaining matters. In addition it publishes from time to time substantive reports such as its recent guide Collective Negotiations, a volume in the series, What Every School Board Member Should Know. From New Jersey Education Association, an affiliate of the National Education Association, flow the monthly publications NJEA Review and NJEA Reporter, as well as a number of research publications. These include annual studies of salary guides, fringe benefits, teacher economic status, and contract provisions.

Although not an association, but rather a labor union, the American Federation of Teachers and its local affiliates are sources of useful information. The national organization publishes each month American Teacher which covers labor relations issues as well as a broad spectrum of educational interests. Other publications from the AFT include an annual survey of teacher salaries, position statements on economic matters, and guides to collective bargaining laws.

Administrative Agency Decisions

The decision of state public sector labor relations administrative agencies as key documents on a rapidly growing field of labor law are available initially from the agency itself. In a few instances, notably New York and Wisconsin, indexes and/or digests of these decisions are issued by the agencies. For some states such as New Jersey, Pennsylvania, and Massachusetts, commercial publishers have appeared with topical, classified index/digests. The Legal Intelligencer publishes New Jersey Public Employee Reporter and Pennsylvania Public Employee Reporter, both services including appropriate statutes, court cases, and agency decisions. They permit the researcher to locate cases precedents on any topical issue. Newly available is the Massachusetts Labor Relations Reporter, reporting activity before the Massachusetts Labor Relations Commission and the Massachusetts Board of Conciliation and Arbitration. A companion to this reporter is Massachusetts Labor Cases, a service that provides the full text of decisions issued by the commission.

U.S. Government Information Sources

An excellent source of resource material is the federal government which publishes a variety of information. Its departments, bureaus, and divisions collect and disseminate much economic and statistical data pertinent to public sector labor relations.

A major source of statistical information is the Bureau of Labor Statistics, one of its most well-known publications being the Consumer Price Index which is the basis for escalator clauses in collective agreements. Although most of its publications are directed to private sector interests, in recent years BLS has devoted increasing attention to state and local government matters. This is reflected in such studies as Grievance and Arbitration Procedures in State and Local Agreements (Bulletin 1833, 1975), Characteristics of Agreements in State and Local Governments, January 1, 1974 (Bulletin 1861, 1975), and its Work Stoppages in Government series. Recent issues of the bureau's important Monthly Labor Review has carried articles

on impasse resolution in public employee bargaining and federal mediation in the public sector. Also of interest to the negotiator will be the Municipal Government Surveys which are issued periodically for major cities by the regional offices of the bureau.

Another federal source of statistics is the Bureau of the Census which has a governmental statistics publication program. Based on the census of governments taken every five years, this program has resulted in statistical studies of government organization, government finances, and taxable property values. One of the areas covered is public employment from which came the study Management-Labor Relations in State and Local Governments. This publication includes statistics on labor relations policies, extent of employee organization, and work stoppages. Supplementary data provided on annual and quarterly bases provide statistics on public employment and payrolls, public employee retirement systems, city employment, local government finances, and local government employment.

An additional source of information on public sector labor relations is the Division of Public Employee Labor Relations, Labor Management Services Department. This agency has issued several publications on state statutes, regulatory policies, and dispute settlement. Among them are Summary of State Policy Regulations for Public Sector Labor Relations, A Directory of Public Employment Relations Boards and Agencies, and two publications authored by Arnold Zack, Understanding Fact Finding and Arbitration in the Public Sector and Understanding Grievance Arbitration in the Public Sector.

Lastly, note should be made of the resources available through the ERIC program. Numerous reports, studies, and guides on labor relations in education have been submitted to the ERIC educational network system. Access to this system can be gained through the monthly abstract journal Research In Education and Current Index to Journals in Education which is a complete guide for current awareness of all important educational periodical literature.

Universities As Sources Of Information

With the development of industrial relations institutes and centers on university campuses, extensive publications programs also came into being. Most of these originally concentrated on the private sector but, in recent years, they began to devote more time to research on public sector collective bargaining as the demand for basic information grew. Some of the universities issue newsletters and periodicals to provide up-to-date information on public sector labor relations directed to the needs of their own state or area. Among these are Iowa Public Employer-Employee Relations (University of Iowa), a periodic newsletter with information on Iowa's Public Employment Relations Board decisions, general information for the practitioner, and notes on public employee relations literature; California Public Employee Relations (University of California, Berkeley), a quarterly publication with feature articles, recent developments in California public jurisdictions, and the full text of significant California documents. This quarterly periodical is supplemented by the CPER Bulletin which is designed to provide up-to-date news between quarterly issues of the periodical; New Jersey Public Employer-Employee Relations (Rutgers University) is an occasional information bulletin that reports on decisions of the Public Employment Relations Commission, New Jersey notes on public sector matters, and current literature. Occasionally this bulletin includes supplements which report on public sector research in New Jersey. Between issues an Information Note is published to provide information on matters of immediate interest; Midwest Monitor (Indiana University) is a publication designed to serve public sector labor relations practitioners in the states of Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin. Each issue focuses on a current topic in labor relations, featuring news notes, discussion, and an annotated bibliography.

Most universities with industrial relations institutes have made a conscious effort to furnish publications useful to researchers and practitioners in public sector labor relations. These universities have issued studies on such subjects

as fact-finding, public employee budget negotiations, bargaining unit determination, teacher-school board relations, arbitrability, good faith bargaining and bargaining techniques. Some of the universities with major public sector information activities are found in the organization list at the end of this paper.

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Institute of Management and Labor Relations Library

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University Extension Division
Rutgers - The State University of New Jersey

Films On Public Sector Collective Bargaining

ANATOMY OF A GRIEVANCE. U.S. Civil Service Commission. 1974.
22 min. Distributed by U.S. National Audiovisual Center.

Depicts the processing of an employee grievance over interpretation and application of an agreement clause. The setting is a public hospital.

ARBITRATION OF A GRIEVANCE. U.S. Civil Service Commission. 1974. 36 min. Distributed by U.S. National Audiovisual Center.

As a sequel to "Anatomy of a Grievance" teaches persons handling arbitration cases the techniques of preparation and presentation.

AT THE TABLE. U.S. Civil Service Commission. 1974. 46 min. Distributed by U.S. National Audiovisual Center.

A simulated public sector negotiations session involving the issues of subcontracting and work schedules.

BUTTON, BUTTON. U.S. Department of Labor. 1975. 29 min. Distributed by U.S. National Audiovisual Center.

A dramatization of a grievance procedure at the second level in which a tax assessor is given a disciplinary layoff for refusing to remove a button supporting a tax increase bill.

CASE OF THE LOST FRINGE BENEFIT. American Arbitration Association. 1971. 20 min.

An arbitration in a municipal water works plant concerning the discontinuance of a fringe benefit. Questions raised are the arbitrability of the dispute and the right of the city to discontinue the benefit.

CITY-UNION POWER NOW. WGBH-TV (Boston, Mass.). 1969. 58 min. Distributed by Reeves Broadcasting Corp. (New York).

Public sector collective bargaining at the municipal level dramatized with discussion of issues by labor relations experts. A five-minute trailer on New Jersey's Chapter 303 is added.

(continued)

COUNTDOWN TO A CONTRACT. CBS-TV. 1970. 30 min.

The actual filming of the final days of a dispute and negotiations between the League of New York Hospitals and union local 1199.

DRAMA COACH GRIEVANCE. American Arbitration Association. 1972. 20 min.

An arbitration of a grievance involving a teacher who was denied promotion to chairperson of the English department in her school.

THE DYNAMICS OF NEGOTIATIONS IN PUBLIC EDUCATION. Educational Service Bureau. 1970. 45 min.

Negotiating teams from a school board and a teachers' group illustrate the techniques of contract negotiations.

SOLVING IMPASSES IN EDUCATIONAL INSTITUTIONS. Educational Service Bureau. 1970. 35 min.

Portrays the use of a third party to resolve differences that occur during contract negotiations.

TROUBLE IN THE FIREHOUSE. American Arbitration Association. 1973. 26 min.

Produced for the International Association of Firefighters, this film concerns an arbitration arising out of a city's decision to call a moratorium on new hiring and the union's claim that the failure to fill the manning tables is a violation of the contract.

VIEWS FROM THE WORKPLACE. U.S. Department of Labor. 1975. 23 min. Distributed by U.S. National Audiovisual Center.

Illustrates different grievances and how they are handled through eight situations taking place in various types of state and local employment.

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University Extension Division
Rutgers University

COLLECTIVE BARGAINING GAMES
(A Selected List)

BNA's Collective Bargaining Game

Bureau of National Affairs
1231 25th Street, N. W.
Washington, D. C. 20037

Collective Bargaining

Didactic Systems, Inc.
Box 457
Cranford, N. J. 07016

Contract Negotiations

The Macmillan Company
866 Third Avenue
New York, N. Y. 10022

IRC's Collective Bargaining Game

Industrial Relations Counselors, Inc.
1 Wall Street
New York, N. Y. 10005

Grievance Handling (Industrial)

Didactic Systems, Inc.
Box 457
Cranford, N. J. 07016

Grievance Handling (Non-Industrial)

Didactic Systems, Inc.
Box 457
Cranford, N. J. 07016

Professional Negotiations in Education

Charles E. Merrill Publishing Company
1300 Alum Creek Drive
Columbus, Ohio 43216

Settle or Strike

Games Central
Abt Associates
55 Wheeler Street
Cambridge, Mass. 02128

Strike

The Macmillan Company
866 Third Avenue
New York, N. Y. 10022